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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS

FOR

THE RESERVE AT GREENBRIAR

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INDEX OF DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE RESERVE AT GREENBRIAR

ARTICLE I DEFINITIONS
Section 1.1 Association
Section 1.2 Association Rules and Regulations
Section 1.3 Developer
Section 1.4 Board of Directors
Section 1.5 Common Area
Section 1.6 Common Area or Common Areas
Section 1.7 Declaration
Section 1.8 Federal Amendment
Section 1.9 Guest
Section 1.10 Home
Section 1.11 Lot
Section 1.12 Lot Assessment
Section 1.13 Lot Owner
Section 1.14 Mortgage
Section 1.15 Mortgagee
Section 1.16 Owner
Section 1.17 Plat
Section 1.18 Property
Section 1.19 Special Assessment
Section 1.20 Subdivision
Section 1.21 Surface Water or Stormwater Management System
Section 1.22 Tenant

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS
Section 2.1 No Implied Extension of Covenants
Section 2.2 Additional Lands
Section 2.3 Withdrawal of Lands

ARTICLE III OWNERSHIP AND MEMBERSHIP
Section 3.1 Lot Ownership
Section 3.2 Membership Appurtenant to Lot
Section 3.3 Classes of Membership

ARTICLE IV COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE
Section 4.1 Owners Easement of Enjoyment
Section 4.2 Liability for Damage to Common Area
Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area
Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits

Section 4.5 Easement for Maintenance Purposes
Section 4.6 Developers Continued Right to the Common Area
Section 4.7 Sidewalks

ARTICLE V ASSOCIATION
Section 5.1 Duties and Powers of the Association
Section 5.2 Mandatory Obligation of Lot Owners
Section 5.3 Maintenance Obligation of Owners
Section 5.4 Management Company
Section 5.5 Limited Access Procedures

ARTICLE VI COVENANTS FOR MAINTENANCE ASSESSMENTS
Section 6.1 Creation of the Lien and Personal Obligation of Assessments
Section 6.2 Purpose of Assessments
Section 6.3 Collection of Assessments
Section 6.4 Lien for Assessments, Special Assessment, Personal Obligation and Remedies of Developer
Section 6.5 Subordination of Lien to Mortgages
Section 6.6 Developer's Assessments
Section 6.7 Association Budget
Section 6.8 Exemption of Improvements and Lots
Section 6.9 Tax of Common Areas

ARTICLE VII ARCHITECTURAL CONTROL
Section 7.1 Preservation of Beauty
Section 7.2 Architectural Review Committee
Section 7.3 Powers and Duties of the WC and MC
Section 7.4 Procedure for Approval of Plans

ARTICLE VIII USE OF PROPERTY
Section 8.1 Single Family Residence Only
Section 8.2 Prohibited Residential Venture
Section 8.3 Not Block Subdivision
Section 8.4 Minimum Lot Coverage
Section 8.5 No Mobile, Modular or Trailers
Section 8.6 Resulting Duty to Residence
Section 8.7 Nuisance
Section 8.8 Signage Displays and Water Service
Section 8.9 Motorized Vehicles to Remain Unlicensed
Section 8.10 Signs
Section 8.11 Aerials and Antennas
Section 8.12 Pets
Section 8.13 No Offensive Activities and Conditions
Section 8.14 No Parking of Vehicles, Boats, Etc
Section 8.15 Garbage Receptacles
Section 8.16 Clotheslines
Section 8.17 Storage of Fuel Tanks Garbage and Trash Receptacles

Section 8.18 Insurance
Section 8.19 Inspections
Section 8.20 Rainwater Harvesting Lines Not Permitted
Section 8.21 Rules Governing Developed Lots
Section 8.22 Labor
Section 8.23 Conservation and Vegetative Natural Buffers
Section 8.24 Enforcement
Section 8.25 Jurisdictional Areas and Permits

ARTICLE IX UTILITY EASEMENTS AND OTHER EASEMENTS
Section 9.1 Unrestricted Right to Assign Easements
Section 9.2 Easements for Utilities, Drainage, Water, Utilities and Drainage
Section 9.3 Free Easement for Ingress, Egress, Utilities and Drainage
Section 9.4 Encroachment of Improvements
Section 9.5 Easement for Maintenance of Landscape and Signage

ARTICLE X CONSERVATION EASEMENTS
Section 10.1 Conservation Easements
Section 10.2 Purpose
Section 10.3 Prohibited Uses
Section 10.4 Responsibilities
Section 10.5 Rights of Grantee
Section 10.6 Rights of Owners
Section 10.7 Owner's Discretion
Section 10.8 Monitoring Rights
Section 10.9 Right Beyond the Association's Control
Section 10.10 Amendment
Section 10.11 Inventory

ARTICLE XI GENERAL PROVISIONS
Section 11.1 Maintenance of Common Areas
Section 11.2 Covenants run with the Property
Section 11.3 Ownership of Common Area
Section 11.4 Notice to Owner
Section 11.5 Variation of Covenants
Section 11.6 Enforcement of Declaration
Section 11.7 Approval of Developer
Section 11.8 Amendment of Declaration
Section 11.9 Invoking of Fair does not Invalidate the Reduce
Section 11.10 Gender Neutrality
Section 11.11 Amendment of Declaration
Section 11.12 Legal Fees
Section 11.13 Right to Assignment and Withdrawal of Powers
Section 11.14 Florida Law
Section 11.15 Disclaimers as to Water Bodies

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE RESERVE AT GREENBRIAR

THIS DECLARATION, made this 13 day of July, 2012, by Worthington Development, LLC, a Florida limited liability company, whose mailing address is 4256 Bowdendale Avenue, Jacksonville, Florida 32216, hereinafter called "Developer".

RECITALS

1. Developer is the owner and developer of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. It is the intention and desire of Developer to have the Property developed into single family residential homes (the "Lots") and common areas (the "Common Areas") and other improvements within the Property shall be single family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

3. Developer desires to maintain the beauty of the Property, to ensure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the covenants, conditions, restrictions and easements set forth herein, all of which are in furtherance of which is and are for the benefit of the Property and each owner of a portion thereof.

4. To provide for the efficient management of the Property, Developer has created or will create a nonprofit homeowners association, The Association, as hereinafter defined, which owns, operates, maintains and administers the Common Areas, administers and enforces the covenants and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the assessments set forth in this Declaration, and to collect and disburse the assessments hereinafter created

DECLARATION:

NOW, THEREFORE, the Developer hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, all of which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Developer.

ARTICLE I
DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in the Declaration:

Section 1.1 Association. The Reserve at Greenbriar Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is the homeowners association initially contemplated by Article VIII hereof, and which is a party hereto and made a part hereof, and Subject matter particularly described in Exhibit "D" attached hereto and made a part hereof, for the Association and its successors and assigns. The Association is created and made a part hereof, for the Association shall be referred to the "Association Articles of Incorporation" and the "Association By-laws", respectively. The Association shall own, operate, administer and maintain the Common Areas, administer and enforce the covenants, conditions, restrictions, and reservations contained herein, collect, and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

Section 1.2 Association Rules and Regulations. The rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

Section 1.3 Developer. Worthington Development, LLC, a Florida limited liability company, or such other entity which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer specifically assigned to it. Developer may also be an Owner for so long as Developer shall be owner of a Home or defined herein.

Section 1.4 Board of Directors. The Board of Directors of the Association.

Section 1.5 Charges. All General, Special and Lot Assessments.

Section 1.6 Common Area or Common Areas. All real and personal property now or hereafter designated as Common Area which is intended for the common use and enjoyment of all the owners within the Property. Without limitation, the Common Area shall include the streets in all cul de sacs, all roads and street refuse such are dedicated to and accepted for maintenance by the City of Jacksonville, Florida, all landscaping, irrigation, lakes, ponds, water culverts, drainage areas and stormwater retention systems located within the Property, the lighted monument along the entrance or boundaries to each Subdivision for fencing, signage, landscaping, lighting and irrigation. The Common Areas shall also include such personal property, fixtures and improvements placed or constructed by or on behalf of the Association in, upon or on the easements granted herein.

Section 1.7 Declaration. The Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

Section 1.8 General Assessment. An assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

Section 1.9 Guest. A social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days, or longer, shall be deemed a permanent resident.

Section 1.10 House. Any single-family residential dwelling constructed or to be constructed on or within any Lot.

Section 1.11 Lot. Any plot of land intended as a site for a House, whether or not the same is then shown upon the recorded Subdivision plat of the Property. Lots constituent of a House, the term "Lot" as used herein shall include the House and Yard.

Section 1.12 Lot Assessment. Any assessment charged to a particular owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

Section 1.13 Member. Those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

Section 1.14 Mortgage. Any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

Section 1.15 Mortgagee. Any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other institution recognized as an institutional type lender and shall include guarantors or insurers of mortgages such as FNMA, FHA and VA.

Section 1.16 Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event there is a recorded contract of sale with respect to a Lot, Owner of such parcel shall be the purchaser under such contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase price for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments have been made, but is given the use and possession of the Lot prior to such acquisition of title.

Section 1.17 Plat. The recorded plat of the Property, which is a part of the Property, and which is a part of the Property, and which is a part of the Property, and

Section 1.17 Plat. Any plat or plats of the Property recorded or to be recorded by Developer or others in the public records of St. Johns County, Florida.

Section 1.18 Property. That certain real property described in Exhibit "A", and such additions and deletions thereto as may be made in accordance with Article 2 hereof.

Section 1.19 Special Assessment. These Special Assessments referred to in Article VI hereof.

Section 1.20 Subdivision. The Property together with any additional property made subject to this Declaration.

Section 1.21 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are caused by rainfall or runoff, to collect and convey surface water originating from rainfall and storm events so as not to cause or exacerbate flooding, erosion, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 40C-42, F.A.C., or any ruling or order of the Governing Board thereunder. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and is subject to certain permit and use restrictions imposed by the St. Johns River Water Management District and St. Johns County. The Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Maintenance of the surface water or stormwater management facilities shall mean the exercise of such activities as are commonly accepted as normal maintenance of such facilities. Maintenance of the Stormwater Management System shall be performed in accordance with the permit issued by the St. Johns River Water Management District, Any changes or reconfiguration of the Stormwater Management System shall be as permitted or as modified as approved by the St. Johns River Water Management District. The Association shall not deem to have the authority to modify the Stormwater Management System in any manner that shall be found to alter by all of the conditions imposed in such permit.

The stormwater pump system is part of the Surface Water or Stormwater Management System. The Association is responsible for the operation, maintenance and repair of the stormwater pump system. The Association shall reserve the replacement cost of the stormwater pump system. The reserve cost will be a budgeted item. The Association shall budget the reserve. The amount to be reserved shall be computed by means of a formula which is based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the stormwater pump.

Section 1.22 Unit. Any unit of portions of any lot lying outside the exterior walls of any Home constructed on the Property and shall include all landscaping, improvements and decorative and functional appurtenances thereto.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS

Section 2.1 No Implied Extension of Covenants. Each Owner and each tenant of, and any improvements constructing on, any portion of the Property which may be deemed to have agreed that the Property described in Exhibit "A" and such additional property as may be annexed pursuant to Section 2.2 hereof shall be the only property subject to this Declaration, by that nothing in this Declaration shall be construed to imply, by implication or otherwise, the intent or any plan or other representation of a scheme of development, shall be construed as subjecting, or requiring Developer to subject any other property now or hereafter owned by Developer 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 2.2.

Section 2.2 Additional Lands. Developer may, but shall not be obligated to, subject additional lands to this Declaration by the amendment provisions of this Declaration or by a supplemental Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration is a different declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Developer and the owner of such lands. Such Supplementary Declaration shall refer to the original Declaration to add land to the scheme of this Declaration (or the amendment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 2.3 Withdrawal of Lands and Amendment to Declaration. Developer may, but shall have the obligation to, withdraw at any time or from time to time, portions of the Property from the terms and effect of this Declaration. The Developer shall also be entitled to unilaterally amend this Declaration, in its sole discretion, to effect such other changes or modifications as Developer may deem appropriate in connection with the foregoing. Developer shall be entitled to make such amendments hereto, whether substantially detrimental or not, provided the affected Owner consents in writing to such Amendment. The withdrawal of lands or amendment shall not materially alter or change the rights of the Owners in St. Johns County, Florida, a Supplementary Declaration executed by Developer with respect to the lands to be withdrawn.

ARTICLE III
OWNERSHIP AND MEMBERSHIP

Section 3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 3.2 Membership Appurtenant to Lot. Developer and every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot except as provided herein.

Section 3.3 Classes of Membership. The Association shall have two classes of voting membership:

3.3.1 Class A. Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot owned. There shall be one vote for each Lot owned. When more than one person holds an interest in any Lot, other than an 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 which is held by a corporation, or other entity, or for as long as, more than one member holding an interest in the Lot lawfully seeks to exercise it.

3.3.2 Class B. The Class B Member shall be the Developer, 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 Developer has conveyed ninety percent (90%) of the Lots or when the Developer, in its sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member as long as it owns any Lots.

ARTICLE IV
COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

Section 4.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

4.1.1 The right of the Association to charge assessment fees and other fees for the maintenance and operation of the Common Areas and the facilities and services provided exists as described herein.

4.1.2 The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

4.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

4.1.4 The right of the Association to mortgage any or all of the facilities constructed on the property for the purpose of improvements or repair to such property or facilities in a regular meeting of the Association or at a special meeting called for this purpose.

4.1.5 The right of Developer or the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

4.1.6 The right of Developer or the Association to acquire, extend, terminate or abandon easements.

Section 4.2 Liability for Damages to Common Area. In the event any Common Area, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of the family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be made at the direction of the Association and subject to the Association's right to adjust the loss and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from Common Area. Notwithstanding anything to the contrary contained in this Declaration, Developer shall have the right to unilaterally designate additional Common Area and to grant additional property as Common Area, or to withdraw any portion of the Property, or any portion thereof, shall be considered Common Area or on behalf of the Association. Except with respect to the basis of taken as set forth in Section 4.2 hereof, the Association shall not be required to make any payment to Developer for such property. Developer may make such portion of designated conservation areas and lifetal levees located within, adjacent, or in close proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, conceptual use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, St. Johns County, Florida, or any of their successors, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, or any of their successors, as Common Area, notwithstanding that such Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdictions. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, and conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. The Association shall not deem to have the authority to modify the Surface Water or Stormwater Management System in any manner that shall be found to alter by all of the conditions imposed in such permit.

The stormwater pump system is part of the Surface Water or Stormwater Management System. The Association is responsible for the operation, maintenance and repair of the stormwater pump system. The Association shall reserve the replacement cost of the stormwater pump system. The reserve cost will be a budgeted item. The Association shall budget the reserve. The amount to be reserved shall be computed by means of a formula which is based upon the estimated remaining useful life and estimated replacement cost or deferred maintenance expense of the stormwater pump.

Section 4.22 Land. Any and all portions of any lot lying outside the exterior walls of any Home constructed on the Property and shall include all landscaping, improvements and decorative and functional appurtenances thereto.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS

Section 2.1 No Implied Extension of Covenants. Each Owner and each tenant of, and any improvements constructing on, any portion of the Property which may be deemed to have agreed that the Property described in Exhibit "A" and such additional property as may be annexed pursuant to Section 2.2 hereof shall be the only property subject to this Declaration, (b) that nothing in this Declaration shall be construed to imply, by implication or otherwise, the intent or any plan or other representation of a scheme of development, shall be construed as subjecting, or requiring Developer to subject any other property now or hereafter owned by Developer 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 2.2.

Section 2.2 Additional Lands. Developer may, but shall not be obligated to, subject additional lands to this Declaration by the amendment provisions of this Declaration or by a supplemental Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or a different declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by Developer and the owner of such lands. Such Supplementary Declaration shall refer to the original Declaration to add land to the scheme of this Declaration (or the amendment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 2.3 Withdrawal of Lands and Amendment to Declaration. Developer may, but shall have the obligation to, withdraw at any time or from time to time, portions of the Property from the terms and effect of this Declaration. The Developer shall also be entitled to unilaterally amend this Declaration, in its sole discretion, to effect such other changes or modifications as Developer may deem appropriate in connection with the foregoing. Developer shall be entitled to make such amendments hereto, whether substantially detrimental or not, provided the affected Owner consents in writing to such Amendment. The withdrawal of lands or amendment shall not materially alter or change the rights of the Owners in St. Johns County, Florida, a Supplementary Declaration executed by Developer with respect to the lands to be withdrawn.

ARTICLE III
OWNERSHIP AND MEMBERSHIP

Section 3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 3.2 Membership Appurtenant to Lot. Developer and every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of any Lot except as provided herein.

Section 3.3 Classes of Membership. The Association shall have two classes of voting membership:

3.3.1 Class A. Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot owned. There shall be one vote for each Lot owned. When more than one person holds an interest in any Lot, other than an 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 which is held by a corporation, or other entity, or for as long as, more than one member holding an interest in the Lot lawfully seeks to exercise it.

3.3.2 Class B. The Class B Member shall be the Developer, 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 Developer has conveyed ninety percent (90%) of the Lots or when the Developer, in its sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member as long as it owns any Lots.

ARTICLE IV
COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

Section 4.1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

4.1.1 The right of the Association to charge assessment fees and other fees for the maintenance and operation of the Common Areas and the facilities and services provided exists as described herein.

4.1.2 The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

4.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

4.1.4 The right of the Association to mortgage any or all of the facilities constructed on the property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

4.1.5 The right of Developer or the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

4.1.6 The right of Developer or the Association to acquire, extend, terminate or abandon easements.

Section 4.2 Liability for Damages to Common Area. In the event any Common Area, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of the family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be made at the direction of the Association and subject to the Association's right to adjust the loss and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

Section 4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from Common Area. Notwithstanding anything to the contrary contained in this Declaration, Developer shall have the right to unilaterally designate additional Common Area and to grant additional property as Common Area, or to withdraw any portion of the Property, or any portion thereof, shall be considered Common Area or on behalf of the Association. Except with respect to the basis of taken as set forth in Section 4.2 hereof, the Association shall not be required to make any payment to Developer for such property. Developer may make such portion of designated conservation areas and lifetal levees located within, adjacent, or in close proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, conceptual use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, St. Johns County, Florida, or any of their successors, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, or any of their successors, as Common Area, notwithstanding that such Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdictions. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, and conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if

modified, as approved by the St. Johns River Water Management District. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 Easement for Maintenance Purposes. Developer hereby reserves for itself and grants to the Association, and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property (including any portions whereupon any homes or other vertical improvements have been or hereafter be located) as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, in a reasonable manner in accordance with the requirements of this Declaration and the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved Home located on the Property, or which shall materially damage or destroy any improvement thereon placed in any way on the Property in the exercise of the easement rights granted hereby, such portion of the Property shall be immediately restored to the condition that they existed immediately prior to such damage or alteration.

Section 4.6 Developer's Convenance of Rights in the Common Area. Prior to dedication of the Class B membership, Developer hereby covenants that it will convey its rights in the Common Areas located in Developer's portion of the Property to the Association subject to easements and reservations of record and those rights of Developer and its successors and assigns, necessary for the use of easements, and the Association shall accept such conveyance. Each Owner's obligation to pay assessments to the Association, and other rights and obligations set forth in this Declaration, shall be conditioned upon the Association's ownership of Common Areas consisting of personal property or fixtures have been conveyed to the Association.

Section 4.7 Sidewalk Construction. Any Owner of a Lot contracting a Home upon such Lot shall construct any sidewalk on, fronting, or otherwise between the Lot and any street adjoining such Lot that is depicted on the subdivision construction plans submitted to and approved by St Johns County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for the House on such Lot.

ARTICLE V
ASSOCIATION

Section 5.1 Duties and Powers of the Association. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purpose of the Association. In the event of conflict or ambiguity, the covenants, Without limiting the generality of the foregoing, the Association may take such actions and perform such services which, in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration, operate, maintain and administer all Common Areas within the Property, administer and enforce the terms

provided for in this Declaration, and collect and disburse the assessments created in this Declaration. In addition to the foregoing, the Association shall have the power to do all things necessary or convenient, in the exercise of its discretion and the right and ability to delegate powers to such committees specifically including, but not limited to a Rules Enforcement Committee which may be delegated except other matters, the ability to assess fines and suspend Owner's rights for failure to comply with the requirements of this Declaration. The action of any Committee formed hereby shall be deemed the action by the Association for purposes of this Declaration.

Section 5.2 Maintenance Obligations of Lot Owners. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event that such Owner fails to do so, the Association shall have the right to clean up the Lot, not mow and do such things as it may deem necessary, in its sole discretion, to keep the Lot in a neat, clean and attractive condition, hereinafter, the Lot Assessment. The costs of such clean-up shall be a Lot Assessment. Such Owner's obligation for foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessment within ten (10) days after the Lot Assessment has been received, then such Lot Assessment can be enforced against the Defaulting Owner. Such operating of yard shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, attorneys, fees, and late fees, if applicable.

Section 5.3 Maintenance of Exterior of Homes. Except as provided for herein, the Association is not responsible for exterior maintenance of Homes, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, textures, paint and deck improvements to such Homes.

Section 5.4 Management Company. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, in the Association Board of Directors may deem. The Association shall, in the Board of Directors discretion, be entitled to enter into such contracts shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5.5 Limited Access Procedures. The Association may establish limited access procedures for the Property. Such procedures may be adopted and, from time to time, changed by the Association or the Association Board of Directors in its sole discretion, and shall be implemented and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the limited access procedures will be adopted or, if adopted, will be implemented or, if implemented, will be effective or adequate. Neither Developer nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to persons or property which may occur within the Property, whether or not it is due to the failure of the limited access system and procedures adopted from time to time.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. All assessments, Special Assessments, Lot Assessments, and Fines, hereinafter "Assessments" with interest and costs of collection when delinquent shall be a charge on the land and shall be a continuing lien upon the Property against which each such Assessment is made. Each such Assessment, Special Assessment, Lot Assessment, and Fine, together with interest and costs of collection when delinquent, shall be the personal obligation of the person who was the Owner of such Property at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them.

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appear which the charges are 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 become levied, and of such subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of St. Johns County, Florida, by the Association, which claim of lien shall state the name of the record owner, authorized officer or agent of the Association, The claim of lien may provide that interest on such current outstanding assessments or the date of filing the claim of lien, but may also include future assessments, interest, costs, expenses, and other costs related thereto. Such Owner (or a Lot), by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to the lien rights herein and established or described in this Declaration and in the Articles of Incorporation and Bylaws. No determination, or amendment or any charges shall be affected by reason of any alleged failure to give notice to any Owner, or to any other person, of the adoption of any budget or amendment of the Articles of Incorporation or Bylaws, or any and expenditure, or the reason for any change in any of the Common Assess, the obligation to pay such charges being a separate and independent covenant by such Owner.

Section 6.2 Purpose of Assessments.

6.2.1 Each Lot within the Property is subject to an Annual General Assessment by the Association, commencing upon the Annual General Assessment Date, in an amount not exceeding the maximum and determination of the Annual General Assessing of services as set forth in this Declaration. All Lots which have never been improved with a dwelling as of January 1 of the applicable year ("Vacant Lots") shall be responsible for 100% of the total Annual General Assessment. All Lots which as of January 1 of the applicable year have been improved with a dwelling ("Improved Lots") shall be responsible for 100% of the total Annual General Assessment. A dwelling will be deemed completed upon issuance of a certificate of occupancy. Once a Lot has been so improved, it will be considered as part of the class of Improved Lots, regardless of subsequent events, such as casualty, condemnation, or demolition of improvements, and Lot is vacant or occupied. Within each class (Vacant Lots or Improved Lots) the Annual General Assessments must be allocated equally on a per Lot basis. In addition to the Annual General Assessments, the Board of Directors of the Association by a majority vote shall set the Annual General Assessment at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the power to establish and collect such other Special Assessments as may be necessary from time to time for the purpose of meeting its expenses and operating costs on a current basis or for the purpose of recovering excess expenses or costs from previous years. The Association Board of Directors shall set the date or dates that the Annual General shall become due, and may provide for collection annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one installment, the unpaid balance of the Annual General Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

6.2.2 In addition to the Annual General Assessments authorized above, the Association may levy in any fiscal year a Special Assessment applicable to that year not exceeding $500 per Lot. The Capital Assessment will be due upon the first conveyance of a Lot to an Owner excluding any conveyance to a Speculative Builder. "Speculative Builder" means a licensed contractor which has purchased Vacant Lots for the purpose of construction of a dwelling intended for resale. If the Developer conveys a Lot to a Speculative Builder, then the Capital Assessment will be due upon the first conveyance of the dwelling and Lot to a purchaser. Payment of any Capital Assessment has been paid, such Lot shall thereafter not be subject to any further Capital Assessment. The Capital Assessment shall be used to defray the cost of the initial construction of improvements in the Common Areas and as a reserve for future costs of the Association.

6.2.3 In addition to Annual General Assessments and the Capital Assessment authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstitution, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

6.2.4 In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, provided that such Emergency Assessment, or part thereof, is for the purpose of meeting an emergency matter that affects the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

6.2.5 In addition to the Assessments authorized above, the Association, at any time by a majority vote of the Association Board of Directors may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstitution, repair or replacement of a capital improvement upon or appurtenant to such Lot, or any other maintenance or special services provided to such Lot or to cause, the cost of which is not included in the Annual General Assessment.

6.2.6 In addition, at the Association may at any time by a majority vote of the Association Board of Directors impose a transfer fee upon the conveyance of any Lot in order to defray the administrative costs of updating the records of the Association.

Section 6.3 Collection of Assessments. The initial Annual General Assessment on any Lot subject to assessment shall commence and be collected at the time title to such Lot is conveyed to the Owner by Developer. During the initial year of ownership, such Owner shall be responsible for pro rata share of the General or Special Assessments based on that Owner's Lot, prorated to the date of closing based upon a 365 day year.

Section 6.4 Effect of Non-Payment of Assessment; Personal Obligation and Remedies of Developer.

6.4.1 Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee of $25.00 and Ten (10) dollars (10.00) or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

6.4.2 All charges against any Lot (including fees as may be published to lien pursuant to this Declaration, together with late fees, interest, and costs of collection, including reasonable attorney's fees, whether suit or filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid, however, the lien shall be subordinate to the lien of any first mortgage on such Lot, provided, however, that the Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees for any such action shall be added to the amount in default for the foregoing purposes. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any such Lot foreclosed at foreclosure sale and to acquire, hold, lease, mortgage and convey the same.

6.4.3 Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to foreclose the aforesaid lien in any manner permitted by the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. The lien provided for in this section shall be in favor of the charges provided for herein by abandonment of the Lot.

6.4.4 In addition to all other remedies herein described, the Association shall be entitled to prohibit any Owner who has failed to comply with this Declaration, after ten (10) days notice and opportunity for hearing, unless extraordinary circumstances exist, from exercising pools, community center, athletic fields, and/or parks operated by the Association.

Section 6.5 Subordination of Lien to Mortgages.

6.5.1 The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association for any such charge. Such subordination shall apply only to the charges that have become payable prior to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

6.5.2 The Treasurer of the Association, upon demand of any owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 6.6 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, the Developer shall be responsible for payment of the Annual General Assessment on Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association (including costs of repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only to the extent an actually incurred by the Association during the Development Period, and shall be payable only at such time(s) as such expenses are due and payable by the Owners other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay the operating deficits of the Association, or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on a per Lot basis equal to the amount of the Annual Assessment and shall be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 6.7 Association Budget.

6.7.1 The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of the year.

6.7.2 Developer shall determine the Association budget for the fiscal year in which a Lot is first assessed in fractional share of the Annual General Assessment.

6.7.3 Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors is obligated to prepare and adopt an annual budget in advance of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of all repairs, maintenance, and replacements to the Common Areas and Facilities and the cost of all services provided hereunder. Such budget may also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which shall be sent at such time and in the manner specified in the Bylaws. The budget shall also constitute the basis for determining each Owner's General Assessment as provided herein.

6.7.4 The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owners obligation to pay his Assessment as herein provided, whenever the same shall be determined, in the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously fixed and collected.

6.7.5 Until elimination of the Class B Membership, Developer shall have the sole right to appoint the members of the Board of Directors of the Association.

Section 6.8 Exemption from Assessments and Liens. The following property subject to this Declaration shall be exempt from the Assessments and liens created herein:

6.8.1 All properties dedicated to and accepted by a governmental body, agency or authority;

6.8.2 All properties owned by any charitable or nonprofit organizations exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

6.8.3 All properties owned by the Developer and such lots as the property or any portion thereof, including Common Areas, may be platted by the Developer, provided, however, exemption right to any person, firm or an assignment shall have no effect on Developer's exemption hereunder.

Section 6.9 Taxes. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are used as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such ad valorem taxes on the Lot owned by such Owner. In the event that any taxes are assessed against the Common Areas, then the Association shall timely pay the taxes and may levy a special assessment against each affected Lot for their proportionate share.

ARTICLE VII
ARCHITECTURAL CONTROL

Section 7.1 Preservation of Beauty. In order to preserve the beauty and aesthetic design of the Property, no building, structure, or improvement of any character shall be erected except in the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

Section 7.2 Architectural Review Committee. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

7.2.1 The Non-Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by Developer. The NCC shall have the approval of such initial construction, whether performed by any Developer, a builder to whom Developer has conveyed one or more Lots, or an Owner.

7.2.2 The Modification Committee ("MC") is charged with the review of all plans for any addition, retrieval, change or modification of the improvements upon a Lot. The MC shall be appointed by Developer.

7.2.3 The NCC shall review and approve all initial construction of improvements and their appurtenances, including landscaping, upon the initial conveyance of a Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to the exterior of any dwelling, fence, wall, screen, hedge, or other building addition, exterior enclosure, screen, door, dispenal, landscaping or hardscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gazebo (collectively, jointly referred to as "Proposed Modifications") shall be reviewed and approved by the MC.

7.2.4 Persons and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

7.2.5 To promulgate architectural guidelines. In addition to the Lots criteria hereinafter set forth, the NCC and MC may promulgate such interpretations or modifications thereto as such shall from time to time deem necessary, provided, however, such interpretations or modifications be consistent with the provisions of this Declaration. Upon adoption of or modification or amendment to the Architectural Guidelines by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, such changes shall be deemed incorporated herein, and shall be binding on the exercise of the modifications or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

7.2.6 To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications for any New Construction or Proposed Modifications, as appropriate, complete including materials, colors or such other pertinent or applicable data.

7.2.7 To approve or disapprove New Construction or Proposed Modifications, respectively, the determination of the NCC with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

7.2.8 Each committee shall evaluate the application for the total effect thereof. This evaluation is to be based on aesthetic considerations and the overall benefit to the Property for all reasonable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VII hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for a New Construction or Proposed Modification shall not be construed or creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

7.2.9 Many New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefore, if any, that the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee. The NCC or MC may require such Owner to restore such Lot to the original condition upon any such change, modification or alteration. Alternatively, the Owner may immediately stop

construction of New Construction or Proposed Modifications and immediately submit the application for the appropriate committee to approve such change, modification or alteration. If such change is not to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and the Owner shall bear all costs and expenses of such reconstruction, including costs and reasonable attorney' fees of the applicable committee.

7.2.10 Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, to hold the NCC, MC, Developer, and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for ensuring that New Construction or Proposed Modifications meet with all applicable governmental rules, rules and regulations.

7.2.11 The NCC and MC are hereby authorized to make such changes as they deem necessary to cover the cost of review of the plan and specifications.

Section 7.4 Procedure for Approval of Plans. The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after such has been submitted to it in proper form together with all supporting data, plans, and specifications required by such committee. Such approval or disapproval by the NCC or the MC may impose reasonable application fees to defray the costs of such review.

ARTICLE VIII
USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

Section 8.1 Single Family Residence; Lot Size. Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no building shall be erected, altered, placed or permitted to remain on any Lot other than one single family residence. No building or structure shall be moved or brought separately from the outside of home of the same Lot. Nothing herein shall be deemed to prevent the temporary use of any Lot or portion thereof for construction management, rights of way for road purposes or for access or utility easement, in which event none of these restrictions shall apply. Notwithstanding anything to the contrary herein, no Lot shall be used for the construction of a residence unless the Lot has a minimum garage of an enclosed garage consistent with the single family residence, provided such detached garage is constructed in a location consistent with all zoning set backs and the terms of this Declaration, and has been approved by the NCC or MC.

Section 8.2 Minimum Square Footage. No House or other structure shall be constructed on a Lot which has a footprint consisting of less than 1,750 square feet of living area, exclusive of

of the first floor of such dwelling. All Homes constructed on Lots pictured on that certain plat recorded in Map Book 67, Page 72, through 87, of the Public Records of Lee County, Florida (the "Plat") shall have a minimum of One Thousand Nine Hundred (1,900) square feet of heated and air conditioned living space and all Homes constructed on Lots in any future phases shall have a minimum of One Thousand Five Hundred (1,500) square feet of heated and air conditioned living space. No first floor elevation shall be higher than 36" above the average street elevation as measured directly in front of the proposed residence. No homes of identical design are to be permitted.

Section 8.3 Set-Back Definition. In any event, no structure of any kind shall be located closer than ten (10) feet from any Lot boundary line, provided, however, that in no event shall any set back line that which is permitted by applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one House is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side lot line restrictions set forth above shall apply only to the outside side lines of the building plot so created by such dwelling. Nothing herein contained shall be construed to prohibit the construction of a dwelling house between two (2) lots prior written approval of the governmental agencies having jurisdiction.

Section 8.4 Maintenance Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed the percentage of the total area of such Lot specified by the Developer.

Section 8.5 No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot, except that the Developer may, from time to time, permit such as may be reasonably required to prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, provided the facility is in place and remains for no more than 12 months in duration, but the use of adequate sanitary toilet facilities for workmen during the course of such construction, not the use of toilet facilities for the Developer or Developer approved trailer.

Section 8.6 Building Only in Residence. No trailer, garage, or any outbuilding of any kind shall be used for human habitation or temporarily or permanently for any purpose whatsoever. Any dwelling, a conforming living area above a detached garage may be used in accordance with local codes and practices for use as a guest house, but shall not be served or leased separate from the main residential structure.

Section 8.7 Fences. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or interior side Lot line and set closer to the front of the Lot than the front line of the main residence; nor closer than twenty feet (20') to a side street when the residence is situated on the rear Lot line. No fence or wall shall be constructed on any Lot until the plans and specifications for the proposed enclosure prior written approved by the NCC or MC. No chain link shall be erected on any Lot. No fence or wall shall be erected until quality, style, color and design shall have been first approved by the NCC or MC in accordance with any pre-approved standards as adopted by the NCC or MC.

Section 8.8 Sewage Disposal and Water Service. The utility company providing service to the Property, but the Developer reserves the right to provide sewer and water service to the owners of the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure, and no potable water shall be used within any structure except potable water from the Utility Company. Each Owner shall connect to the Utility Company's sewer and water lines to provide water for swimming pools, irrigation of a yard or garden or for hose bibbs serviced by heating and air-conditioning units. No septic tank may be constructed on any Lot. No sewerage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No individual water supply system may be installed or maintained on any Lot except for irrigation of sprinkler systems sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easements for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewer facilities.

Section 8.9 Motorcycle Vicinity to Restrain Undisturbed. The Association shall have the right, but not the obligation, to prevent or require the removal of noise, fumes, wall hangs, dirt, dust, tone or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment of the Directors of the Association, disturb the comfort of other Owners, whereon the owner or occupant.

Section 8.10 Motorcycle Vicinity to Restrain Undisturbed. The Association shall have the right, but not the obligation, to prevent or require the removal of noise, fumes, wall hangs, dirt, dust, tone or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment of the Directors of the Association, disturb the comfort of other Owners, whereon the owner or occupant.

Section 8.11 Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than five (5) square feet , or one small professional sign of no more than one (1) square foot, one sign of not more than five (5) square feet advertising premises on which displayed, and shall be of materials, size, height, and design approved by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs not complying with the provisions of this Section. The Developer shall have the right to erect signs as it deems appropriate in connection with any powers designated by it from time to time for maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model homes, sales offices and other structures for Homes and Lots deemed by the Developer to be necessary and proper for such purposes.

Section 8.11 Aerials and Antennas. No radio or television aerial, satellite dish greater than 18 inches in diameter or antenna or any other exterior electronic or electrical equipment or device of any kind shall be installed or maintained on the exterior or any structure or any Lot or Address and shall be hidden, size and design thereof shall have been approved by the NCC or MC, as applicable. As a condition to the approval of any installation, the Association may require that such installation be not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems. Two satellite dishes of 18 inches in diameter or less per Lot may be installed on the rear of the dwelling or in the screened backyard without the approval of the NCC or MC.

Section 8.12 Pets, Dogs, cats, and other common domestic companion animals may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole judgment of the Directors of the Association, any such pet shall cause unreasonable annoyance or an annoyance or nuisance or destruction of wildlife, they may not hereafter be kept on the Lot. All

dogs must be held or kept leashed at all times if they are in the Common Areas, and yet must immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 8.13 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a public or a source of nuisance, annoyance, disturbance, or unsanitary to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or be stored on any part of the Property except in sanitary containers. No clothes, rugs, or laundry, bedspreads, towels, hammocks, or any person designed by it from time to time or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model homes, sales offices and other structures for Homes and Lots deemed by the Developer to be necessary and proper for such purposes.

Section 8.14 Vehicles and Equipment. No vehicle or equipment, except for golf cars, shall be permitted to remain on any Lot or any other exterior electronic or electrical equipment or device of any kind shall be installed or maintained on the exterior or any structure or any Lot or Address and shall be hidden, size and design thereof shall have been approved by the NCC or MC, as applicable. As a condition to the approval of any installation, the Association may require that such installation be not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems. Two satellite dishes of 18 inches in diameter or less per Lot may be installed on the rear of the dwelling or in the screened backyard without the approval of the NCC or MC.

Section 8.15 Pets. Dogs, cats, and other common domestic companion animals may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole judgment of the Directors of the Association, any such pet shall cause unreasonable annoyance or an annoyance or nuisance or destruction of wildlife, they may not hereafter be kept on the Lot. All

dogs must be held or kept leashed at all times if they are in the Common Areas, and yet must immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

Section 8.16 Vehicles and Equipment. No vehicle or equipment, except golf cars, shall be permitted to remain on any part of the Property, nor shall anything be permitted or done which is or may become a public or a source of nuisance, annoyance, disturbance, or unsanitary to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or be stored on any part of the Property except in sanitary containers. No clothes, rugs, or laundry, bedspreads, towels, hammocks, or any person designed by it from time to time or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model homes, sales offices and other structures for Homes and Lots deemed by the Developer to be necessary and proper for such purposes.

Section 8.17 Lawns and Landscaping. No clothes or television antenna, satellite dish greater than 18 inches in diameter or antenna or any other exterior electronic or electrical equipment or device of any kind shall be installed or maintained on the exterior or any structure or any Lot or Address and shall be hidden, size and design thereof shall have been approved by the NCC or MC, as applicable. As a condition to the approval of any installation, the Association may require that such installation be not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems. Two satellite dishes of 18 inches in diameter or less per Lot may be installed on the rear of the dwelling or in the screened backyard without the approval of the NCC or MC.

Section 8.18 Trash Containers and Collection. No trash, garbage, or other waste shall be placed or kept on any Lot except in sealed containers of a type, size, and style approved by the Developer or the Association. All equipment for the storage or disposal of such waste shall be kept in a clean and sanitary condition. No garbage, trash, or other waste shall be burned on any part of the Property. No Owner or other occupant of any portion of the Property shall burn any trash or any other waste material in any yard or other exterior portion of the Property. No Owner or other occupant of any portion of the Property shall allow the accumulation of any litter, refuse, or garbage upon any portion of the Property except within enclosed garages or workshops. Owners shall be allowed to have one (1) commercial vehicle, camper, trailer or boat present on the Lot for the purpose of actively loading, unloading or washing of said unit. The time allowed for such activities and presence in the front driveway or street is limited to 24 hours per month and under no circumstance shall any unit be permanently stored on the Lot or in the front driveway or street. Commercial vehicles must be parked in the garage or in enclosed screened garage. Permanently stored recreational vehicles must not be visible from the street or any other Lot.

Section 8.19 Air Conditioners. No window or air conditioning units shall be permitted on any Lot.

Section 8.20 Clotheslines. No clotheslines or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

Section 8.21 Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquified petroleum gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

Section 8.22 Lakes. Only Developer and the Association shall have the right to pump or otherwise remove any water from any lake or water body together endowed in lakes or "lakes", located within the Property or adjacent or near thereto. for the purpose of irrigation or other use. No boating, swimming, or bathing is permitted in the lakes located in the Property. The Association has the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of a lake (the "lake parcels"), shall be maintained by the Owner of such Lot to the water's edge, to the extent such maintenance is not the obligation of the Association or other Owner shall erect and continually maintain insurance against fire or other casualty damage on all improvements constructed upon a Lot in an amount equal to the full insurable value thereof.

Section 8.23 Regulations. Owners shall allow the Association or its agents and employees to enter any Lot and remove any plants, structures, and other items or improvements or any improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with the Declaration. This section does not convey any right to enter or trespass within any improvement or structure located upon the Lot.

Section 8.24 Prohibiting Commercial Lots Owned by Developer. Each Developer reserves the right to consolidate or split any Lot or Lots owned by it for any purpose whatsoever, including the rights of way for road purposes and easements.

Section 8.25 Prohibiting Developed Lots. No Lot shall be further subdivided or separated into smaller Lots by any Owner, provided that this shall not prohibit corrective deeds or similar corrective instruments.

Section 8.27 Lakes. Only Developer and the Association shall have the right to pump or otherwise remove any water from any lake or water body together endowed in lakes or "lakes", located within the Property or adjacent or near thereto. for the purpose of irrigation or other use. No boating, swimming, or bathing is permitted in the lakes located in the Property. The Association has the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of a lake (the "lake parcels"), shall be maintained by the Owner of such Lot to the water's edge, to the extent such maintenance is not the obligation of the Association or other Owner shall erect and continually maintain insurance against fire or other casualty damage on all improvements constructed upon a Lot in an amount equal to the full insurable value thereof.

Section 8.28 Regulations. Owners shall allow the Association or its agents and employees to enter any Lot and remove any plants, structures, and other items or improvements or any improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with the Declaration. This section does not convey any right to enter or trespass within any improvement or structure located upon the Lot.

Section 8.29 Prohibiting Lots Owned by Developer. Each Developer reserves the right to consolidate or split any Lot or Lots owned by it for any purpose whatsoever, including the rights of way for road purposes and easements.

Section 8.30 Prohibiting Developed Lots. No Lot shall be further subdivided or separated into smaller Lots by any Owner, provided that this shall not prohibit corrective deeds or similar corrective instruments.

Section 8.27 Lakes. Only Developer and the Association shall have the right to pump or otherwise remove any water from any lake or water body together endowed in lakes or "lakes", located within the Property or adjacent or near thereto. for the purpose of irrigation or other use. No boating, swimming, or bathing is permitted in the lakes located in the Property. The Association has the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of a lake (the "lake parcels"), shall be maintained by the Owner of such Lot to the water's edge, to the extent such maintenance is not the obligation of the Association or other Owner shall erect and continually maintain insurance against fire or other casualty damage on all improvements constructed upon a Lot in an amount equal to the full insurable value thereof. The exterior color scheme of any structure on any Lot shall be approved by the Developer and the Association, in furtherance of this, each of the Owner of any lake parcel shall be required to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcelto perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel, which expense shall be paid upon the presentation of a bill therefor, and collected in the same manner as assessments, as more particularly set forth in Article VI hereof. This is any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall be the property of the Developer or the Developer's successors, assigns and designees, including Developer, or docks, bulkheads or other structures shall be constructed on such lakes except such docks, bulkheads or other structures as may be constructed by Developer or authorized by Developer and then only if the plans and specifications therefor shall have been approved by the Association shall have the right to adopt reasonable rules and regulations from time

to time in connection with the use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted, or described by this Section, shall be subject to the Rules and Regulations of the Association. Such rules, regulations, permits, and restrictions more particularly described elsewhere in the Declaration.

Section 8.23 Conservation and Vegetative Natural Buffers. There may be certain Conservation and Vegetative Natural Buffer areas in and contiguous easements encumbering the Property (the "CVNB areas"). Each Owner of a Lot which is adjacent to or includes a portion of a CVNB easement designated upon any recorded subdivision plat or plats of the Property or as any separately recorded Conservation Easement.

The CVNB areas shall not be hereby declared to be subject to a deed restriction in favor of Developer and/or the Association, its successors and assigns, for the purpose of retaining and maintaining the CVNB areas in their predominantly natural condition as wooded water recharge, detention and percolation and environmental conservation areas. In furtherance of this, each of the Owner of any Lot on which CVNB areas are hereby prohibited and mentioned without the prior written consent of the SJRWMD, to wit:

1. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on the conservation areas;

2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;

3. The removal or destruction of live trees, shrubs or other living vegetation from the CVNB areas;

4. The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the CVNB areas;

5. Any use which would be detrimental to the retention of the CVNB areas in their natural condition; and

6. Acts or uses detrimental to such retention of land or water areas.

The CVNB areas hereby created and declared shall be perpetual.

Section 8.24 Enforcement. The Developer and/or the Association, its successors and assigns, and the SJRWMD shall have the right to enter upon the CVNB areas at all reasonable times and in a reasonable manner to assure compliance with the aforesaid prohibitions and restrictions.

All subsequent owners of any land upon which there is located any CVNB areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such

areas.

The prohibitions and restrictions upon the CVNB areas as set forth in this paragraph may be enforced by the SJRWMD by proceedings at law or in equity, including, without limitation, the right to require the restoration of the natural CVNB area conditions may not be amended without prior approval from the SJRWMD.

All rights and obligations arising hereunder are appurtenances and covenants running with the land. Other CVNB areas and shall be binding upon and shall inure to the benefit of the Developer, the Association, and the Owners of the Property and their respective successors and assigns, and any land affected hereby. Developer shall not have any further liability or responsibility hereunder, provided the plat of the Subdivision includes the CVNB areas and is properly recorded.

Section 8.25 Jurisdictional Areas and Permits. THE PROPERTY THAT IS BEING OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS ("ACOE") AND THE SJRWMD ("SJRWMD") PERMITS AND PERMITS THAT ARE WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS. THEREFORE, THE ASSOCIATION HEREBY AGREES TO INDEMNIFY AND HOLD DEVELOPER HARMLESS FROM ANY LAW OR INJURY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, SJRWMD, ETC. OR BY ANY APPLICABLE CONSERVATION EASEMENT OR PERMIT, SHALL BE SUBJECT TO THE RULES AND REGULATIONS OF THE ASSOCIATION TO ASSIST ASSOCIATION, SHALL AT ITS OWN EXPENSE, UNLESS OTHERWISE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THAT MAY RELATE TO THE PROPERTY. OR SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN ACCORDANCE WITH ASSOCIATION REQUIREMENTS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREWITH, THE OWNER SHALL INDEMNIFY AND HOLD DEVELOPER AND/OR THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEY'S FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DEVELOPER, ASSOCIATION, SJRWMD, ACOE, OR, OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, AS APPLICABLE.

ARTICLE IX
UTILITY EASEMENTS AND OTHER EASEMENTS

Section 9.1 Unrestricted Right to Assign Easements. Developer shall have the unrestricted right, without the approval or joinder of any other Owner or the Association, to assign the easements for ingress, egress, or other purpose for ingress and egress, or other purpose that is or described herein.

Section 9.2 10 Foot Easement for Ingress, Egress, Utilities and Drainage. The Developer reserves unto itself and grants unto the Association and its designees a non-exclusive easement for ingress and egress over, upon, and across the Lot, and for the installation, maintenance, repair and replacement of utilities, and drainage for all utility and drainage for common drainage on the Lot or described herein.

Section 9.3 10 Foot Easement for Ingress, Egress, Utilities and Drainage. The Developer reserves unto itself and grants unto the Association and its designees a non-exclusive easement for ingress and egress over, upon, and across the Lot, and for the installation, maintenance, repair and replacement of utilities, and drainage for all utility and drainage for common drainage on the Lot or described herein.

purposes of improvement, maintenance and repair of the hardscaping and signage as shown on the Final Development Plan for the Property approved by St. Johns County, Florida. Further, the Developer reserves for itself and grants unto the Association a blanket easement for the purpose of managing along and parallel to the road and turning along and parallel to all boundary lines of the Plat for the purpose of maintenance, repair and replacement of the signs, hardscaping, landscaping, lighting, conduit, plantings and other improvements currently existing or hereafter made or constructed by the Developer or the Association.

ARTICLE X
CONSERVATION EASEMENTS

Section 10.0 Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, the Developer hereby grants and conveys to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas (the "Conservation Easements"). Developer fully warrants title to said Conservation Easement Areas, and will defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit number 40-109-[illegible] issued by the District, subject to offsite alterations deemed necessary by the District and wetland functions.

Section 10.0.2 Purpose. The purpose of this Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

Section 10.0.3 Prohibited Uses. Any activity or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing, destroying or trimming trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archeological, or cultural significance.

Section 10.4 Responsibilities. The Association, its successors and assigns, are responsible for the operation and maintenance of the Conservation Easement Areas. Neither the Association, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate on the Conservation Easement Areas.

Section 10.5 Reserved Rights. Developer conveys unto itself, and its successors and assigns, the right to grant easements over the Conservation Easement Areas, provided, however, that the exercise of such right is not deemed to allow the engage in an act or allow the engage in an act, either of the Conservation Easement Areas, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

Section 10.6 Rights of District. To accomplish the purposes stated herein, Developer conveys the following rights to the District:

(a) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if the the owner of the Conservation Easement Area or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.

(b) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with this Conservation Easement.

Section 10.6.1 District's Discretion. District may enforce the terms of this Conservation Easement at its discretion, but if Developer or the Association breaches any term of this Conservation Easement and District does not exercise its rights under this Conservation Easement, District's forbearance shall not be construed to be a waiver by District of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the District's rights under this Conservation Easement. No delay or omission by the District in the exercise of any right or remedy upon any breach by Developer or the Association shall impair such right or remedy or be construed as a waiver. District shall not be obligated to Developer or the Association, or to any other person or entity, to enforce the provisions of this Conservation Easement.

Section 10.6.2 District's Liability. The Association will assume all liability for any injury or damage to the public or any person or property caused by any act, neglect, or default in connection with Areas arising from the Association's ownership of the Conservation Easement Areas. Neither the Association, nor any person or entity claiming by or through the Association, shall hold District liable for any damage or injury to person or personal property which may occur on the Conservation

Easement Areas.

Section 10.9 Acts Beyond the Association's Control. Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Developer or the Association for any injury to or change in the Conservation Easement Areas resulting from causes beyond the control of Developer or the Association, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Developer or the Association under emergency conditions to prevent, abate, or minimize significant injury to the Conservation Easement Areas or to persons resulting from such causes.

Section 10.10 Amendment. The provisions of this Conservation Easement may not be amended without the prior written approval of the District.

Section 10.11 Recording. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Areas.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 Maintenance of Common Areas. There is hereby granted to the Association the right, which shall also be a duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 11.2 Covenants on Common Areas. The covenants and restrictions contained in this Declaration, to the some may be amended from time to time, shall run with and bind the Property, and inure to the benefit of and be enforceable by the Developer or the Owner of any Lot subject to their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that a majority of the Owners agreed to change said covenants in whole or in part, or to terminate the agreement to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment to the Covenants and Restrictions which would affect the surface water management system, including the environmental conservation and preservation areas, must have the prior approval of the St. Johns River Water Management District.

Section 11.3 Condemnation of Common Area. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the

Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 11.4 Notice to Owner. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of the notice. Notice to Owners may also be given by posting such notice in a conspicuous place on the Common Property. Notice may be effected by posting, electronic mail, website publication or any other means of communication authorized by the Board of Directors.

Section 11.5 Violation of Covenants. The Association is hereby granted the right, but shall not be required, to bring an action against the Owner of any Lot who violates, or who allows his tenants to violate or inter-spousal or inter-family spouse or family member violates or allows the violation by any such action, or the Association shall have authority to enforce these Covenants and Restrictions and at the expense of the Lot Owner violating, but not limited to, the levying of fines as described herein upon the Lot Owner until such violation is corrected. The Owner of the Lot shall pay the Association, on demand, all costs and expenses incurred by the Association in connection with the collection and enforcement in addition to any fines levied by the Association. In the event that such charges are not paid when due, the unpaid fees bear interest at the maximum legal rate of interest from the date of demand until paid in full. In the event that the Association shall be required to bring an action against a delinquent Owner, or against any Lot Owner violating the Lot Owner's obligations to pay the same, or against any Lot Owner violating the Lot Owner's obligations to perform or refrain from performing any other term of this Declaration, or to enforce a Lien, may file and foreclose such lien. In addition, the Association shall be entitled to levy fines upon the Lot not to exceed Twenty Dollars ($20.00) per day per violation until such violation is cured or corrected and/or to bring actions at law for damages or in equity for injunctive relief, specific performance or declaratory decree or any other remedy provided herein or pertinent, all costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association in effectuate collection of any charges or in enforcing any lien or in bringing any action or other proceeding against the Lot Owner violating or aided, shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure by the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time in the future, or to do so for any subsequent violation, or any violation thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

When and as required by law, prior to imposing any fine other than for failure to pay an assessment, no fine or suspension of an Owner's rights may be imposed without compliance with Section 11.8 hereof. The Association is authorized, by action of the Board of Directors, to amend or rescinding any contribution as necessary to effectuate its purposes and/or comply with the requirements of Florida law.

Section 11.6 Enforcement of Declaration. In addition to the enforcement provisions elsewhere set forth in this Declaration the provisions of this Declaration may be enforced by any

Owner, Developer or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to an enforce any of these provisions or covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or to any other breach or breaches thereof occurring, nor shall 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 Management System.

In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(1) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(2) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors of Rules Enforcement Committee" at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(3) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be promulgated to the Owner not later than fourteen (14) days after the Committee meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(4) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time. Rules Enforcement Committee shall date, or alternatively also prohibit fan offending Owner from using certain Common Areas of the Subdivision until such violations have been corrected and/or fines paid.

(5) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof. Any fines unpaid hereunder shall be deemed an assessment subject to be enforced by rendering a lien upon the property of the subject Owner, to the maximum extent allowed by law.

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

(7) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled, provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such

Owner.

(8) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 11.7 Approval of Developer. Whenever the approval of Developer (any of its officers) or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced until a written request for such approval shall be sent to Developer and the Association by Registered or Certified Mail with return receipt requested. If Developer or the Association does not approve or disapprove the request within ten (10) days after receipt by Developer or the Association, the approval of Developer or the particular matter shall be deemed granted, however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

Section 11.8 Limited Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform property plan for the development and use of the Property.

Section 11.9 Severability. If any one of the remedies gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 11.10 Amendment of Declaration. Subject to the provisions of Section 11.2, Developer is hereby granted the absolute and unconditional right, so long as it remains a Class B member of the Association, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of The Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association or any other governmental or recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or supplement any provisions pertaining to (i) or (ii) above or (iv) to the requirements of the St. Johns River Water Management District, St. Johns County and/or Putnam Utility Company, (v) correct any error herein, or (vi) correct scriveners errors.

Section 11.11 Subject to the provisions of Section 11.2, Developer is hereby granted the right to amend this Declaration without the consent or joinder of any party to provide for the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby except by and through the annexation of additional land and/or additional lots pursuant to Article 2 of this Declaration, (ii) the assessments of existing owners are not increased

except as may be expressly provided for herein except by and through the association of additional land and/or additional lots pursuant to Article 2 of this Declaration, and (iii) no Owner's right to the use and enjoyment of the Lot or the Common Areas is materially and adversely altered hereby, unless such Owner has consented thereto except by and through the association of additional land and/or additional lots pursuant to Article 2 of this Declaration.

11.11.2 The Declaration may be also amended at a duly called meeting of the Association with the affirmative vote of the Members representing not less than two-thirds (2/3) vote of all Class A Members of the Association present in such meeting and (a) Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

11.11.3 Notwithstanding either term or provision of this Declaration, the Developer, so long as it owns and controls any Lot or Lots, shall have the unilateral right to amend Article 7 and Section 8.2, Section 8.3.

Section 11.12 Legal Fees. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including before, at trial, in bankruptcy and any post judgment collection, which may be incurred by Developer, the Association or any Owner in the lawful enforcement of any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or any Rules and Regulations, shall be assessed against and collected from the unsuccessful party to such enforcement or collection, shall be a lien against such Owner's Lot in favor of the Association and/or Developer.

Section 11.13 Transfer, Assignment and Withdrawal Powers. Developer shall have the sole and exclusive right at any time and from time to time to transfer, assign or cause to be withdrawn from such powers, firm, corporation or association of Lot Owners as a dedicatee, any or all rights, powers, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of this Declaration, or any part or paragraph of amendments to this Declaration, or any part or paragraph of any permit, including, without limitation, the Permits and Approvals, Developer. Following any such assignment, Developer shall be relieved of the performance of all duties and obligations hereunder. If at anytime hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Developer under these covenants and restrictions, then the rights, powers, privileges, authorities and reservations shall have been dissolved, then by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in and constitute except to the extent aforesaid the term "Developer" as used herein shall include the person or entity identified on the first page as Developer and its successors or assigns.

Section 11.14 Florida Law. This Declaration shall be construed in accordance with laws of the State of Florida.

Section 11.15 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS,

COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTENANCE OR INJURY OR DAMAGE TO PERSONS OR PROPERTY ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR GOAS GOVERNMENTAL AGENCY OR AUTHORITY.. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR EXHIBITING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

IN WITNESS WHEREOF, the undersigned, being the Developer herein, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in their names on the day and year first above written.

Signed, sealed and delivered
in the presence of:

WORTHINGTON DEVELOPMENT, LLC,
a Florida limited liability company

By: The Ahern Group, LLC, a Florida limited liability company, Its Managing Member

Print Name: Michael D. Ahern

By: Michael D. Ahern
Print Name: Michael D. Ahern
Its: President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 18 day of July, 2013, by Michael D. Ahern Jr. the President of The Ahern Group, LLC, a Florida limited liability company, the Managing Member of Worthington Development, LLC, a Florida limited liability company, on behalf of the company.

LINDA LEE FOX
MY COMMISSION # EE 087 611
EXPIRES: July 18, 2015
Bonded Thru Notary Public Underwriters

Print Name: Linda Lee Fox
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
Personally Known: ___ or Produced ID ___
Type of Identification Produced

EXHIBIT "A"

PROPERTY

A PORTION OF THE FINANCE PLAT TO GRANT SECTION 38, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 17 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

CAPTION:
A portion of the Island Pointe Phase Four: Section 38, Township 5 South, Range 28 East, as shown on the plat thereof, recorded in Map Book 3, Page 17 of the Public Records of St. Johns County, Florida, being a portion of the Bartram Park Phase 1 Unit 1 Plat, as shown on the plat thereof, recorded in Map Book 3, Page 17 of the Public Records of St. Johns County, Florida, being a portion of the intersection of the centerline of Equestrian Hunt Colony Road for 70' a 70' Ingress, Egress and Utility Easement, as shown on the plat of Bartram Park, as said lands are bounded by the United States of America Hydrogen Contamination Site RCD-2, that known as the Jacksonville Naval Base Target Range, Jacksonville, Duval County, Florida, as described in Deed Book 1, Page 1, Duval County, Florida, and bounded by the northerly right of way line of Bartram Park Boulevard, a 200' Ingress, Egress and Utility Easement, as said lands are bounded and recorded in Official Records Book 3018, Page 1511

E. Enforce the provisions of these Articles of Incorporation, by-Laws, the Declaration and all amendments hereto, rules and regulations governing use of the Property, or a portion thereof, and the Common Areas which may or hereafter be established.

ARTICLE IV. QUALIFICATION OF MEMBERS

The qualifications of members, manner of their admission to and termination of membership and voting by members shall be as follows, Each Owner of a Lot shall be and become a member of the Association which shall be recorded in the public records of Duval County, Florida, granting him or her single title to a Lot. In addition, the Developer of the Property shall be a member of the Association as set forth below and in the Declaration.

ARTICLE V. VOTING

A. The affairs of the Association shall be administered and managed by the Board of Directors as described in Article VIII hereof.

((H12000181161 3))

B. Until such time as the first Lot is conveyed to an Owner other than Developer, the membership of the Association shall be comprised of the Developer, who shall be entitled to cast votes as set forth in C below on all matters upon which the membership would be entitled to vote.

C. There shall be two classes of voting membership in the Association:

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

Class B. Class B Member shall be the Developer, 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 three (3) months after that time when the Developer has conveyed ninety percent (90%) of the Lots to Class A Members, or ten (10) years from the date of the recording of these Articles, whichever Class B Membership, whichever shall occur first. Upon this termination of its Class B Membership, the Developer shall be a Class A Member so long as it owns any Lots.

ARTICLE VI. TERM OF EXISTENCE

The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VII. OFFICE

The principal office of the Association shall be 6006 Bowdendale Avenue, Jacksonville, Florida 32216, or such other place as the Board of Directors may designate.

ARTICLE VIII. BOARD OF DIRECTORS

A. The business affairs of this Association shall be managed by the Board of Directors. Each member of the Association Board of Directors shall be entitled to one vote.

((H12000181161 3))

B. The name and address of the persons who are to serve as the sole members of the initial Board of Directors until their successors are chosen, are as follows:

Director	Address
William T. Pyburn, III	6006 Bowdendale Avenue Jacksonville, Florida 32216
Lewis L. Ritter, IV	6006 Bowdendale Avenue Jacksonville, Florida 32216
Michael Mosiano	6006 Bowdendale Avenue Jacksonville, Florida 32216

C. The members of the Board of Directors shall be elected or appointed in the manner provided in the Bylaws.

((H12000181161 3))

D. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

ARTICLE X. AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended upon the proposal of the Board of Directors. Upon such proposal, a special meeting of the Members shall be called, the notice of which shall state that the proposal is to be voted upon at that meeting. The proposal shall be passed if a majority of the votes present at a meeting at which a quorum is present, vote to approve the proposal.

B. If so approved, a certified copy of the said amendment shall be filed in the office of the Secretary of State of the State of Florida.

ARTICLE XI. INDEMNITY

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, incurred by him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement of any proceeding or any claim, whether or not a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII. NON-PROFIT STATUS

No part of the income of this corporation shall be distributed to the Members except upon dissolution or final liquidation and as permitted by the court having jurisdiction thereof.

ARTICLE XIII. INCORPORATOR

The name and address of the incorporator under these Articles is:

Lewis L. Ritter, IV 6006 Bowdendale Avenue Jacksonville, Florida 32216

((H12000181161 3))

IN WITNESS WHEREOF, the undersigned subscribing Incorporator, has hereunto set his hand and seal this 24th day of July 2012, for the purpose of forming this corporation not-for-profit under the laws of the State of Florida.

Lewis L. Ritter, IV

STATE OF FLORIDA
:SS
COUNTY OF DUVAL

The foregoing Articles of Incorporation were acknowledged before me this 24th day of July 2012, by Lewis L. Ritter, IV, as Incorporator.

Print Name Carol A. Lee
Notary Public
State of Florida at Large
Commission #
My Commission Expires:
Personally known X
or Produced ID
Type of Identification Produced

((H12000181161 3))

CERTIFICATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE RESERVE AT GREENFIELD HOMEOWNERS ASSOCIATION, INC., a corporation, duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation of City of Jacksonville, County of Duval, State of Florida, hereby names Lewis L. Ritter, IV located at 6006 Bowdendale Avenue, Jacksonville, Florida 32216, as its agent to accept service of process within this state.

Lewis L. Ritter, IV, Incorporator

Date: July 24, 2012

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with provisions relative to said office.

Lewis L. Ritter, IV, Registered Agent

Date: July 24, 2012

EXHIBIT "C"

BYLAWS

COPY

BYLAWS
OF
THE RESERVE AT GREENBRIAR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is **THE RESERVE AT GREENBRIAR HOMEOWNERS ASSOCIATION, INC.** ("Association"). The principal office of the corporation shall be located at 8101 Brookmadde Avenue, Jacksonville, Florida 32216, but meetings of members and directors may be held at such places within the State of Florida, County of Duval as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to **THE RESERVE AT GREENBRIAR HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Easements and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "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 Areas.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the 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.

Section 6. "Declarant" shall mean and refer to Worthington Development, LLC, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions applicable to the Property recorded in the Office of the Clerk of Court, St. Johns County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by or at the direction of the Secretary of person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least 10 days before such meeting to each member entitled to vote thereat addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. However, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present and represented.

Section 5. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. **Number.** The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

Section 2. **Term of Office.** At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1)

director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. **Removal.** Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board of shall serve for the unexpired term of his/her predecessor.

Section 4. **Compensation.** No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the Board of Directors, except that if such day is a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and the facilities, and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

Section 2. **Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association and see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Offices.** The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, shall be removed or otherwise disqualified to serve.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of

such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the office he/she replaces.

Section 7. **Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than any of any officer except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

(a) **PRESIDENT.** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **VICE-PRESIDENT.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) **SECRETARY.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the names of the members together with their addresses; and shall perform such other duties as required by the Board.

(d) **TREASURER.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee as provided in the Declaration and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: **"THE RESERVE AT GREENBRIAR HOMEOWNERS ASSOCIATION, INC."**

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall be the calendar year.

Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE IV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of **THE RESERVE AT GREENBRIAR HOMEOWNERS ASSOCIATION, INC.** have hereunto set our hands as of the 12th day of July 2012.

COPY

LEWIS L. RITTER, IV

WILLIAM T. PYBURN, III

MIKE MESIANO

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of **THE RESERVE AT GREENBRIAR HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, and that the foregoing Bylaws constitute the original Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof held on the 12 day of July 2012.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixing the seal of the Association this 12 day of July 2012.

COPY

Secretary