

COPY

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

AND EASEMENTS

FOR

THE RESERVE AT GREENBRIAR

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

THIS DECLARATION, made this 12 day of July 2012, by Worthington Development, LLC, a Florida limited liability company, whose mailing address is 6006 Bowdendale Avenue, Jacksonville, Florida 32216, hereinafter called "Developer".

R E C I T A L S:

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 homesites and to sell such homesites as part of a residential community. Homes 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 assure 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, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.
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, shall own, operate, maintain and administer all of the common areas within the Property and administer 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 easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

D E C L A R A T I O N:

NOW, THEREFORE, the Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, 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 this Declaration:

Section 1.1 Association. The Reserve at Greenbriar Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation more particularly described in Exhibit "B" attached hereto and made a part hereof, and Bylaws more particularly described in Exhibit "C" attached hereto and made a part hereof, for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association By-laws", respectively. The Association shall own, operate, administer and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; 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 similarly assigned to it. Developer may also be an Owner for so long as Developer shall be record owner of any Lot as 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 by Developer as Common Area which is intended for the common use and enjoyment of all of the owners within the Property. Without limitation, the Common Area shall include the islands in all cul de sacs, all roads and street unless such are dedicated to and accepted for maintenance by St. Johns County, Florida, the rights and easements for retention ponds, lakes, culverts, drainage areas and stormwater retention systems located within the Property, the rights and easements 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. This 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 any duly recorded Subdivision plat of the Property. Upon construction 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 lender generally 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 that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said 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 of a Lot 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 are made, but is given the use and possession of the Lot prior to such acquisition of title.

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 II hereof.

Section 1.19 Special Assessment. Those 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 necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and 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 Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Stormwater Management System shall be as permitted or if modified as approved by the St. Johns River Water Management District. The Association shall and does hereby agree to accept assignment of any and all permits related to the Stormwater Management System and shall be bound to abide by all of the conditions imposed in such permit(s).

The stormwater pump system is part of the Surface Water or Stormwater Management System. The Association shall be responsible for the operation, maintenance, repair and replacement of the stormwater pump system. The Association shall reserve the replacement cost of the stormwater pump system. This reserve cost will be a budgeted item in the Association's annual budget. 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 system.

Section 1.22 Yard. Any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS AND DELETIONS

Section 2.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 2.2 hereof shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring 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 land to this Declaration (or to the assessment provisions of this Declaration) or to a different Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or to 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 the lands to be added. Developer reserves the right to so supplement this Declaration to add land to the scheme of this Declaration (or its assessment 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 no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The Developer shall also be entitled to unilaterally amend this Declaration so long as such Amendment does not have a direct substantial detrimental effect upon any Owner hereto. Notwithstanding the foregoing, Developer shall be entitled to make any amendment hereto, whether substantially detrimental or not, provided the affected Owner consents in writing to such Amendment. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by 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 title to any Lot except as provided for 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 while 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, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

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 so 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 assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided owners 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 its 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 Damage to Common Area. In the event any Common Areas, 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 his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans 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 the Common Area. Notwithstanding anything to the contrary contained in this Declaration, Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies or open space shall be deemed contiguous). Developer may, at any time, withdraw, or cause to be withdrawn, land, easements, use rights or personal property from the Common Area in Developer's sole discretion. Such additions and withdrawals shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference each such addition or withdrawal. Withdrawal of land from the Common Area by Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by a Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Article II hereof, or subsequently designated as such by Developer pursuant to Article I hereof and this Section, even if Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section, upon Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall, at all times, maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, personal property, fixtures and improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) placed or constructed thereon by or on behalf of the Association. Except with respect to the banks of lakes as set forth in Section 8.22 hereof, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive 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, and St. Johns County, Florida and all statutes, rules, 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, and all other local, state and federal authorities having jurisdiction. The 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 jurisdiction. 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 (excluding any portions whereupon any homes or other vertical improvement may now 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, or other portions of Property to be maintained by Association, in accordance with 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 portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

Section 4.6 Developer's Conveyance of Rights in the Common Area. Prior to elimination 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 restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance, and the Association shall accept such conveyance. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the part of the Common Areas consisting of personal property or fixtures have not then been conveyed to the Association.

Section 4.7 Sidewalk Construction. Any Owner of a Lot constructing a House 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's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association may take such measures 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 easements

provided for in this Declaration; and collect and disburse the assessments created in this Declaration. The powers of the Association shall include the right and ability to form any committees, useful or convenient, to the operation of the Association 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 amongst other matters, the ability to assess fines and penalties upon Owners who fail 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 an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The costs of these services shall be a Lot Assessment. Notwithstanding the foregoing, if the Owner who is charged the Lot Assessment ("Defaulting Owner") fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner's responsibility to pay the entire Lot Assessment, with interest, costs, attorneys, fees, and late fees, if applicable.

Section 5.3 Maintenance of Exterior of Houses. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

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, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor 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 as the Association Board of Directors chooses in its discretion. Such procedures adopted 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 systems or procedures for the Property will prevent personal injury or damage or loss of property. 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 and fines (referred to collectively in this Article as "charges"), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against 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 were levied, and of each 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, which lien shall include all the formalities of a deed and be signed by a duly authorized officer or agent of the Association. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of 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 pay the Association the charges established or described in this Declaration and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each 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 for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing 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 10% of the total Annual General Assessment. All Lots which as of January 1 of the applicable year have been improved with a completed dwelling ("Improved Lots") shall be responsible for 90% 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, notwithstanding the subsequent destruction of any improvements and irrespective of whether such 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. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment 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 or more installments, the entire 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 also impose and collect a one time assessment (the "Capital Assessment") equal to \$300 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 only upon the subsequent conveyance by the Speculative Builder to another Owner. Once a 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 to 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, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that 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, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect 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, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its owner, 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 due 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, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to 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 equal to Fifty and No/100 Dollars (\$50.00), 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 (excluding fines as may be prohibited by law) pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is 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 relate back to and have priority as of the date of the recording of this Declaration. 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 incurred in any such action shall be awarded to the prevailing party. 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 Lot foreclosed at such foreclosure sale and to acquire and hold, sell, 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 enforce the aforesaid by all methods available for 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. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

6.4.4 In addition to all other recourse herein described, the Association shall be entitled to prohibit any Owner who has failed to comply with this Declaration, after ten (10) days written notice thereof, from using Association amenities, including but not limited to any swimming 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. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant 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, during the Development Period (as defined below) the Lots and other portions of the 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 (excluding costs of major 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 as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for 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 the same basis as other Owners. In no event shall the Developer 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 that year.

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

6.7.3 Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate 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 wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified 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 sets forth the amount of the Assessments payable by each of its Members. Each budget shall 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 due until notified otherwise.

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 exempted 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 organization 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 until such time as the property or any portion thereof, including a Lot, shall be conveyed to a third party. Developer may assign this exemption right to any person. Such 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 taxed 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 taxes. In the event that more than one Lot is taxed as a single parcel, the Association, either with or separate from Common Areas, then the Association may elect to 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 and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

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

7.2.1 The New 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 review and approve all 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 Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, 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 from the start of construction until an Owner takes title to the 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 building, fence, all, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

Section 7.3 Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

7.3.1 To promulgate architectural guidelines. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a 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, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

7.3.2 To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

7.3.3 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.

7.3.4 Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable 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 New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

7.3.5 If any 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, then 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, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee. Alternatively, the Owner may immediately stop

progress of any New Construction or Proposed Modifications and immediately submit for application to the appropriate committee for approval. Denial of application will result in the unauthorized work 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 restoration, including costs and reasonable attorneys' fees of the applicable committee.

7.3.6 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, Association, 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 assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

7.3.7 The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans 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 each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved. Either 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 Only. 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 structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Developer from using any Lot or portion thereof for stormwater management, right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. Notwithstanding anything in this Declaration to the contrary, an Owner shall be entitled to construct on each Lot one (1) detached garage of an architectural design 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 height exceeding thirty-five (35) feet above the elevation of the finished surface

of the first floor of such dwelling. All Houses constructed on Lots depicted on that certain plat recorded in Map Book 67, Page 92 through 97 of the Public Records of St. Johns County, Florida ("Phase 1") shall have a minimum of One Thousand Nine Hundred (1,900) square feet of heated and air conditioned living space and all Houses 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 elevated design are or will be permitted.

Section 8.3 Set-Back Definitions. In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than 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 line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Developer from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

Section 8.4 Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed the percentage described in the zoning applicable to the Property.

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 where fully screened from view by an approved fence. However, this paragraph shall not 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, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction, nor the use of sales facilities for the Developer or Developer approved Builder.

Section 8.6 Residing Only in Residence. No trailer, garage, or any outbuilding of any kind shall be at any time used as residence either temporarily or permanently. Notwithstanding the foregoing, 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 severed 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 not 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 a corner Lot. No fence or wall shall be erected higher than six feet (6') from the normal surface of the ground without prior written approval 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 built in accordance with any pre-approved standards as are adopted by the NCC or MCC.

Section 8.8 Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to 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 said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air-conditioning units. No septic tank may be constructed on any Lot. No sewage 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 water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat as "Easement for Utilities" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

Section 8.9 Motorists' Vision to Remain Unobstructed. The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment and opinion of the Board of Directors of the Association, obstruct the vision of the motorist upon any of the streets.

Section 8.10 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 four (4) square feet, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular 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 which do not meet the provisions of this paragraph. Nothing contained in these Covenants and Restrictions shall prevent Developer, or any person designated by it from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Developer may deem advisable for development and sales 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 devices of any kind shall be installed or maintained on the exterior of any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC or MC, as applicable. As a general rule, antennas and other electronic equipment will be approved if installed in a manner that is 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 only 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 opinion of the Board of Directors of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive 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 pet owners shall 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 nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscapings are to be neatly trimmed, weeded and maintained.

Section 8.14 No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the front of residential structures; provided, however, private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot. All such objects shall be completely screened inside a garage, carport or covered and concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer, other than sales of construction trailers that are approved by the Developer, shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops. Owners shall be allowed to have one (1) recreational 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 any Lot, unless it is located and fully concealed from view behind an approved fence or inside an enclosed approved garage. Permanently stored recreational vehicles must not be visible from the street or any other Lot.

Section 8.15 Air Conditioners. No window air conditioning units shall be permitted on any Lot.

Section 8.16 Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

Section 8.17 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 8.18 Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law. Each Owner shall obtain 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 8.19 Inspections. Owners shall allow the Association or its agents and employees to enter any Lot for the lawful purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration. This section does not convey any right to enter or trespass within any improvement or structures located upon the Lot.

Section 8.20 Resubdividing Lots Owned by Developer. Each Developer reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements.

Section 8.21 Resubdividing 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 8.22 Lakes. Only Developer and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake"), located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Developer and the Association shall have 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 with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of such embankment shall not be changed without the prior written consent of Developer and the Association. The control of nuisance shoreline vegetation shall be the responsibility of the Owners of Lots abutting the lake. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments, as more particularly set forth in Article VI hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or the Developer's successors, assigns and designees, including Developer. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same have been approved by the NCC and all appropriate agencies and authorities. 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 in strict accordance with any and all of the statutes, rules, regulations, permits, and restrictions more particularly described elsewhere in this Declaration.

Section 8.23 Conservation and Vegetative Natural Buffers. There may be certain Conservation and Vegetative Natural Buffer areas in and conservation easements encumbering the Subdivision ("CVNB") and the same shall mean and refer to all of such areas located within any CVNB easements designated upon any recorded subdivision plat or plats of the Property or in any separately recorded Conservation Easement.

The CVNB areas shall and are 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 following uses of the CVNB areas are hereby prohibited and restricted 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, actions for injunctive relief. The provisions in these CVNB area restrictions may not be amended without prior approval from the SJRWMD.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the CVNB areas and shall be binding upon and shall inure to the benefit of Developer and the Association, its successors and assigns. Upon conveyance by Developer to third parties of any land affected hereby, Developer shall not have 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 HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS ("ACOE"), THE SJRWMD AND CC (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, 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, CC, OR BY ANY APPLICABLE CONSERVATION EASEMENT OR GOVERNMENTAL AGENCY, AS SHOWN ON PLAT OR RECORDED IN THE RECORDS OF ST. JOHNS COUNTY, FLORIDA, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. 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 THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' 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, CC, 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 person or entity to designate the use and to alienate, release, or otherwise assign the easements shown in the Plat or described herein.

Section 9.2 10 Foot Easement for Ingress, Egress, Utilities and Drainage. The Developer reserves for itself and grants unto the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line, or from the top of the lake bank landward as the case may be, for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Developer or Association. By virtue of this easement, it shall be expressly permissible for the Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 9.3 5 Foot Easement for Ingress, Egress, Utilities and Drainage. The Developer hereby reserves for itself and grants unto the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Developer or the Association. By virtue of this easement, it shall be expressly permissible for the Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Developer or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property. If two or more Lots are combined and improved with a single dwelling, then the easement will be automatically released as to all interior boundary lines between the combined Lots.

Section 9.4 Encroachment of Improvements. To the extent that any improvements constructed by Developer on, or, if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the Subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 9.5 shall also terminate.

Section 9.5 Easement for Maintenance of Landscape and Signage. The Developer hereby reserves for itself and grants unto the Association an alienable and releasable easement over and across certain tracts located at the entry way of the Property for access, ingress and egress for the

purposes of improvement, maintenance and repairs of all landscaping 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 twenty foot (20') easement running along and parallel to the road and running along and parallel to all boundary lines of the Plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, circuits, conduits, planters and other improvements currently existing or hereafter made or constructed by the Developer or the Association.

ARTICLE X CONSERVATION EASEMENTS

Section 10.1 Conservation Easement Areas. Pursuant to the provisions of Section 704.06, Florida Statutes, Developer hereby voluntarily 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 Easement"). Developer fully warrants title to said Conservation Easement Areas, and will warrant and defend the same against the lawful claims of all persons whomsoever. Developer grants this Conservation Easement as a condition of permit number 40-109-97435-3 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

Section 10.2 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 10.3 Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of this 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 substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its 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, archaeological, 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. In addition, the Association, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

~~Section 10.5 Reserved Rights.~~ Developer reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Areas, including the right to engage in or permit or invite others to engage in all uses 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 fee 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 10.7 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 10.8 District's Liability. The Association will assume all liability for any injury or damage to the person or property of third parties which may occur in the Conservation Easement 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 in 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 natural 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 mitigate 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 Successors. 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 its 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 run with the Property. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners and 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 the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed 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 rerecord 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 water management portions of the Common 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, first class 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 or to the apparent fee simple owner identified on the records of the Tax Collector at the time of such mailing. To the extent permitted by law, notices may be effected by posting, electronic mail, website publication or any other means of communication selected by the Board of Directors.

Section 11.5 Violation of Covenants. The Association is hereby granted the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as the Association deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner including, 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, the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement in addition to any fines levied by the Association. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner ten (10) days written notice of intention to file a claim of lien against a Lot, 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 injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions, including injunctive relief, 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 thereafter as to the same breach or as to one occurring prior to or subsequent 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 11.6 hereof. The Association is authorized, by action of the Board of Directors, to create or restructure any committees 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 so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water 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 (the "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 submitted to the Owner not later than thirty (30) days after the Board of Directors 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. The Rules Enforcement Committee shall also, or alternatively also prohibit the 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 recording 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 or undertaken until after a request shall be sent to Developer and the Association by Registered or Certified Mail with return receipt requested. If Developer or the Association fails to act on any such written request within thirty (30) days after the date of receipt by Developer or the Association, the approval of Developer to the particular action sought shall be 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 Liberal Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 11.9 Invalidity of Part does not Invalidate the Balance. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 11.10 Gender Neutrality. The use of the masculine 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 11.11 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, Veterans Administration, Federal Housing Authority, or any other generally 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 make internally consistent the provisions herein; (iv) to conform to the requirements of the St. Johns River Water Management District, St. Johns County and/or Private Utility Company; (v) correct any error herein; or (iv) correct scrivener's errors.

11.11.1 Subject to the provisions of Section 11.2, Developer is hereby granted the right to amend this Declaration in any other manner without the joinder or any party until 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 annexation 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 his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto except by and through the annexation of additional land and/or additional lots pursuant to Article 2 of this Declaration.

11.11.2 This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a two-thirds (2/3) vote of all Class A Members of the Association present at such meeting and (ii) the 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 any other 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 Article 8, Section 8.2.

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, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Developer.

Section 11.13 Transfer, Assignment and Withdrawal of Powers. Developer shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by Developer by any part or paragraph of this Declaration. No such transfer or assignment shall require the consent, approval or acceptance of any person, including, without limitation, the Association or the Owners. 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 provisions, the same shall be vested in and be exercised by the Association and if the Association 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 said committee except in the event 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 MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND 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 OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

EXHIBIT "A"**PROPERTY**

A PORTION OF THE FRANCIS PHILIP FATIO GRANT, SECTION 39, TOWNSHIP 5 SOUTH, RANGE 27 EAST, BEING A PORTION OF THE NICOLL OR MOREMAN TRACT IN SAID GRANT, TOGETHER WITH A PORTION OF THE SOPHIA FATIO TRACT IN SAID GRANT, ST. JOHNS COUNTY, FLORIDA.

CAPTION

A portion of the Francis Philip Fatio Grant, Section 39, Township 5 South, Range 27 East, being a portion of the Nicoll or Moreman Tract in said Grant, and a portion of the Sophia Fatio Grant, all lying in said Grant, St. Johns County, Florida, being more particularly described as follows: COMMENCING at the intersection of the centerline of Greenbriar Road (County Road No. 11, a 66 foot right of way as now established), with the Westerly line of a tract of land acquired by the United States of America through Condemnation Suit 602-J-Civil, known as the former Switzerland Naval Bomb Target; thence North 35°03'40" East, along said Westerly line, a distance of 35.66 feet to a found concrete monument on the Northerly right of way line of said Greenbriar Road, said point also being the Southwest corner of Tract "A" as described and recorded in Official Records Book 869, Page 1615; thence South 77°10'57" East, along said Northerly right of way line, 5297.08 feet; thence North 12°51'23" East, a distance of 9.00 feet to the present Northerly right of way line of Greenbriar Road as conveyed to St. Johns County per Official Records Book 1382, Page 834 of said Public Records; thence South 77°10'57" East, 1502.60 feet to the POINT OF BEGINNING; thence North 12°49'03" East, 81.77 feet; thence North 32°35'50" East, 296.28 feet; thence North 30°13'25" East, 577.38 feet; thence North 00°33'40" West, 387.80 feet; thence North 77°10'51" West, 35.98 feet; thence North 39°14'43" East, 641.89 feet; thence South 85°04'31" East, 229.15 feet; thence North 77°37'44" East, 456.58 feet; thence North 25°29'26" East, 210.01 feet; thence South 77°10'51" East, 205.77 feet; thence South 25°59'34" West, 237.52 feet; thence South 12°49'09" West, 167.89 feet; thence North 83°39'04" West, 222.39 feet; thence South 72°25'11" West, 440.35 feet; thence South 12°49'09" West, 95.55 feet; thence South 61°11'50" East, 269.68 feet; thence South 26°38'32" East, 356.69 feet; thence South 77°10'51" East, 43.36 feet; thence South 05°32'17" East, 287.05 feet; thence South 81°03'58" East, 45.44 feet; thence South 83°34'49" East, 39.32 feet; thence North 25°06'15" East, 89.76 feet; thence South 26°48'33" East, 1331.08 feet to said Northerly right of way line of Greenbriar Road as established by said deed in Official Records Book 1382, Page 834; thence North 77°10'57" West, along said Northerly right of way line, 2242.32 feet to the POINT OF BEGINNING.

Containing 55.9275 acres, more or less.

LESS AND EXCEPT,

The most Southerly seventy-five feet (75') of the above metes and bounds legal description.

AND LESS AND EXCEPT,

Tract T, Tract J, Fever Hammock Road, Molasses Court as depicted on that certain Plat recorded in Map Book 67, Page 92, of the current public records of St. Johns County, Florida.

EXHIBIT "B"

ARTICLES OF INCORPORATION

COPY