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**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS  
FOR  
RIVERWOOD BY DEL WEBB  
COMMUNITY ASSOCIATION**

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**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** is made as of the 22nd day of June, 2007, by PULTE HOME CORPORATION, a Michigan corporation, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**Article 1  
DEFINITIONS AND INTERPRETATION**

**1.1 Definitions.**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "ACOE" shall mean the U.S. Army Corps of Engineers.
- (b) "Architectural Review Board" or "ARB" shall mean and refer to the committee of the Community Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration and in the Design Guidelines.
- (c) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Community Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Community Association is attached hereto as **Exhibit "B"**.
- (d) "Assessments" shall mean and refer to the various forms of payment to the Community Association which are required to be made by Owners, as more particularly defined in Article 9 of this Declaration.
- (e) "Assessment Charges" means all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.
- (f) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Community Association, from time to time.
- (g) "Bylaws" mean the Bylaws of the Community Association, as amended from time to time. A copy of the initial Bylaws of the Community Association is attached hereto as **Exhibit "C"**.
- (h) "CDD" or "Tolomato CDD" means the Tolomato Community Development District as described in Article 19.
- (i) "Common Property" shall mean and refer to the property described in **Exhibit "D"** attached hereto and made a part hereof, plus all property designated as Common Property in any future recorded supplemental declaration or deed of conveyance, together with the landscaping and any improvements thereon.
- (j) "Community" shall mean any and all land which is from time to time subjected to this Declaration. It is anticipated that the Riverwood by Del Webb Carriage Home Condominium Association, Inc. and Riverwood by Del Webb Monterey Condominium Association, Inc. will ultimately be part of the Community.
- (k) "Community Association" shall mean and refer to Riverwood by Del Webb Community Association, Inc.

(l) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot and/or Unit.

(m) "Condominium Association" shall mean any association created or to be created to administer specific portions of the Property or common elements lying within such portions pursuant to a declaration of condominium affecting such portions of the Property. The initial Condominium Associations are Riverwood by Del Webb Carriage Home Condominium Association, Inc. and Riverwood by Del Webb Monterey Condominium Association, Inc.

(n) "Condominium Association Declaration" shall mean the Declaration of Condominium for Riverwood by Del Webb Carriage Home Condominium and the Declaration of Condominium for Riverwood by Del Webb Monterey Condominium, at such time as each declaration is recorded in the public records of St. Johns County.

(o) "County" shall mean and refer to St. Johns County, Florida.

(p) "Design Guidelines" shall mean and refer to the architectural design guidelines promulgated by the Developer and revised by the ARB and the Board of Directors from time to time.

(q) "Developer" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Community Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Community Association upon the transfer of control of the Community Association.

(r) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(s) "DRI" means the Nocatee DRI described in Section 4.14.

(t) "Future Development Property" shall mean and refer to any property located adjacent or contiguous to the Property, any or all of which may, but none which shall be obligated to, be brought within the Property. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.

(u) "Greenway Buffer" shall have the meaning set forth in Section 16.16.

(v) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on Lots or the Property.

(w) “Initial Improvements” means the initial, original construction of Lots and Units and related Improvements and the initial landscaping upon the Lots constructed or installed by Developer.

(x) “Lot” shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Developer from time to time and, after the conveyance thereof by Developer to an Owner other than the Developer, the lot legally described in the deed of such conveyance.

(y) “Member” shall mean and refer to all those Owners who are Members of the Community Association as hereinafter provided, including, without limitation, the Developer.

(z) “Member’s Permittees” shall mean and refer to the following persons and such persons’ families (provided that the Owner or other permitted occupant must reside with his/her family): (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, “family” or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, “guest” or words of similar import shall include only those persons who have a principal Residence other than the Unit.

(aa) “Mortgage” means any bona fide first Mortgage encumbering a Lot or a Unit as security for the repayment of a debt obligation.

(bb) “Mortgagee” means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Federal Lot Loan Mortgage Corporation and the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot or Unit, including Developer, or its assignee.

(cc) “Neighborhood” means a group of Lots or portion of the Property which has as an appurtenance thereto the right to receive additional services or which are benefited by Improvements which do not benefit or service other Lots or portions of the Property. It is contemplated that there will initially be two Neighborhoods: the Lots containing 54’ single family homes and the Lots containing 64’ single family homes shall each constitute a Neighborhood. Any Lots or Property subjected to this Declaration after the date hereof may be designated as a Neighborhood in a Supplemental Declaration and shall be subject to Neighborhood Assessments to pay for the maintenance, repair or restoration of such Improvements or Services.

(dd) “Neighborhood Assessments” is defined in Section 8.3 of this Declaration.

(ee) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Unit situated upon or within the Property.

(ff) “Occupant” shall mean anyone who stays overnight in a Lot or Unit for at least ninety (90) days in a consecutive twelve (12) month period.

(gg) “Permits” means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the Army Corps of Engineers, the U.S. Coast Guard and the Florida Department of Transportation.

(hh) "Property" shall mean and refer to all properties described in **Exhibit "A"** attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

(ii) "PUD" means the Planned Unit Development described in Section 4.14.

(jj) "Residence" means any single family residential dwelling constructed or to be constructed on or within any Lot, whether detached or attached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings, pools and patios, which have been approved by the ARB or Developer, as applicable.

(kk) "School Site" means the property described in Section 17.2.

(ll) "SJRWMD" shall mean the St. Johns River Water Management District.

(mm) "Stormwater Management System" shall mean a system which is designed, constructed or implemented 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 to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(nn) "Supplemental Declaration" shall mean and refer to an instrument executed by the Developer (or the Community Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as Common Property or for such other purposes as are provided in this Declaration.

(oo) "Unit" shall mean and refer to any (condominium) unit in any building that may be erected on any lot of land within the Property, which land is designated by Developer by recorded instrument to be subject to this Declaration (and to the extent Developer is not the Owner thereof, then by Developer joined by the Owner thereof).

1.2 Interpretation.

The provisions of this Declaration and the Articles, Bylaws and the rules and regulations of the Community Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Community Association and the Property, the preservation of the values of the Lots and Units and the protection of Developer's rights, benefits and privileges herein contemplated.

**Article 2  
PROPERTY SUBJECT TO THIS DECLARATION;  
ADDITIONS AND WITHDRAWALS**

2.1 Legal Description.

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in **Exhibit "A"** attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property".

2.2 Supplements.

Developer may from time to time subject other land within the Future Development Property under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Community Association or any Mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Developer to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Developer from rezoning and changing plans with respect to such future portions. A Supplemental Declaration, including without limitation, a declaration of condominium, may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal.

Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units and/or Common Property) then owned by the Developer or its affiliates or the Community Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.4 Lands Owned by Others.

From time to time the Developer may permit lands to be annexed which are owned by other persons. Any declaration or supplemental declaration which subjects lands owned by other persons, irrespective of whether such lands are part of the Future Development Property may be annexed provided that the Owner of such land and the Developer consent to such annexation.

**Article 3**

**MEMBERSHIP AND VOTING RIGHTS IN THE COMMUNITY ASSOCIATION**

3.1 Membership.

Every person or entity who is a record Owner of a fee interest in any Lot or Unit shall be a Member of the Community Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Community Association.

3.2 Voting Rights.

The Community Association shall have such Members, who shall cast such votes, as are provided in the Articles of Incorporation of the Community Association.

3.3 Powers of the Community Association.

The Community Association shall have all the powers, rights and duties as set forth in this Declaration, the Articles and the Bylaws.

3.4 General Matters.

When reference is made herein, or in the Articles, Bylaws and rules and regulations, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of their Members voting for them (i. e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of their Lots or Units.

**Article 4  
COMMON PROPERTY; EASEMENTS**

4.1 Members' Easements.

Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Community Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Community Association to levy assessments against each Lot or Unit for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration.

(b) The right of the Community Association to suspend the Member's (and the Member's Permittees') right to use the Common Property recreational facilities for any period during which any assessment against his Lot or Unit remains unpaid for more than forty-five (45) days until such assessment is made current.

(c) The right of the Community Association to charge reasonable admission and other fees for the use of recreational facilities situated on the Common Property.

(d) The right of the Community Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Community Association shall apply until rescinded or modified as if originally set forth at length in this Declaration. Notwithstanding the foregoing, all proposed rules or regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Community Association.

(e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Community Association as set forth in its lawfully adopted and published rules and regulations.

(f) The right of Developer and the Community Association to permit such persons as Developer and the Community Association shall designate to use the Common Property.

(g) The right of Developer and the Community Association to have, grant and use blanket and specific easements over, under and through the Common Property.

(h) The right of the Community Association to grant easements and rights of way, dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, community development district or similar entity under such terms as the Community Association deems reasonably appropriate and to create or

contract with other associations within the Community for purposes deemed appropriate by the Community Association.

(i) The right of the Community Association to mortgage the Common Property with the consent of the Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds of the total votes.

(j) The rights of the Developer to withdraw portions of the Common Property as provided in Section 2.3 above.

(k) The easements set forth in any recorded declaration affecting the Property subject to this Declaration.

4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot or Unit, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.3 Street Lights.

To the extent not maintained by Florida Power and Light, the Community Association shall be responsible for the operation, maintenance, repair or replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely or primarily), even if same are located within the Common Property/elements owned or administered by a Condominium Association (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). Charges for electricity used by street lights shall be paid by the Community Association or Condominium Association, depending upon to which association's account such electricity is metered (as originally established by Developer or the applicable utility company).

4.4 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Developer hereby reserves and covenants for itself and all future Owners of Lots or Units within the Property, that each and every Owner, and Developer, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets (if any) within the Common Property. It is not anticipated that the Common Property will include any streets owned by the Community Association.

4.5 Utility Easements.

(a) Use of the Common Property for utilities, as well as use of the other utility easements as shown on any plats of the Property, shall be in accordance with the applicable provisions of this Declaration. Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Property and the unimproved portions of the Lots or Units for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

(b) Sonoe Company LLC (Developer's predecessor in title) has reserved for itself and its officers, employees, agents, invitees, contractors and subcontractors, and successors and assigns, easements over and across the Property for access to and installation and maintenance of utility lines and equipment, including, but not limited to, water, sewer, electric, gas, telephone, telecommunications lines and equipment serving Nocatee as a whole, or substantial portions of Nocatee, recognizing such services may apply to less than Nocatee as a whole to the extent service

territories are bifurcated by franchise or similar service boundaries. Sonoc Company LLC has also reserved the right unto itself and its successors and assigns, to the extent permitted by law, to select the service provider(s) of cable television, telephone, data and other telecommunications or information services for the Property, with the power to assign same to such service provider(s), over, across, under and through the Property and common areas for purposes of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities relating, directly or indirectly, to such services provided to the Property or to other adjacent communities. Each Owner hereby consents to any such determination of service made by Sonoc Company LLC, the results of which may include payment for such services to agreement through assessments levied against the Units and reservation of the right to require certain wiring specifications to be incorporated into Units or any facilities constructed upon the Property.

4.6 Drainage Easement.

Sonoc Company LLC has also reserved easements over all road systems and utility corridors and drainage ways within the Property sufficient to provide Sonoc access, utilities and stormwater facilities to benefit certain remaining property owned by Sonoc and to benefit the School Site (the "Takedown Easements"). Sonoc has reserved the right and easement to enter upon the Property for the purpose of completion of construction of any access, utility or stormwater facilities within the Takedown Easements.

4.7 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.8 Encroachment.

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Lot or upon any Unit; (b) any portion of a Lot or Unit (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

4.9 Pipes, Weirs, Ducts, Cables, Conduits, Public Utility Lines, Etc.

Each portion of the Lots, Units and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, weirs, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots, Units and Common Property and serving such portion thereof. Each portion of the Lots, Units and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Units and Common Property and serving other portions thereof.

#### 4.10 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

#### 4.11 Construction and Sales.

The Developer (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of property within the Riverwood Community. The Developer (and its agents, employees and invitees) shall have an easement to access and use the welcome center for marketing and sales activities related to the Riverwood Community and the Future Development Property.

#### 4.12 Ownership.

The Common Property is hereby dedicated non-exclusively to the joint and several use, in common, of Developer and the Owners of all Lots and Units that may from time to time constitute part of the Property and all Member's Permittees and Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Community Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot or Unit within the Property (and the Future Development Property if then contemplated to be added to the Property by Developer, in Developer's sole and absolute opinion) has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Developer), be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Developer determines are necessary or convenient) to the Community Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Community Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Community Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots and Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Community Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Community Association as of the date of such recordation.

Developer and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Lots and Units) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Developer and its affiliates or designees elect to effect, and to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale of any portion thereof or of other portions of adjacent or nearby property.

Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Property, including but not limited to the welcome center, sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in the Community.

#### 4.13 Community Systems.

Developer shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Community Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot and/or Unit). Without limiting the generality of Section 1.1(l) if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with regard thereto as are assigned by Developer in connection therewith; provided, however, that if the Community Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Community Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, which consideration may be retained by the Developer (ii) shall not require the consent or approval of the Community Association or any Owner and (iii) if made to the Community Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Lots and Units in the Property to the applicable Community Systems, each Owner and occupant of a Unit or Lot shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Community Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Units and Lots be so connected. The foregoing shall not, however, prohibit the Community Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

#### 4.14 Nocatee DRI and PUD.

The Property is part of a master planned community known as Nocatee, the development of which is authorized by a development order pursuant to Resolution No. 2001-30 (the "DRI") and Planned Unit Development Ordinance No. 2002-46 (the "PUD") approved by the County Commission of St. Johns County, each as may be amended. The Property is subject to the terms and conditions of the DRI and the PUD, as amended from time to time. The Property described is part of the DRI and is subject to a development order, notice of which is recorded in the public records of Duval and St. Johns counties, Florida, which imposes conditions, restrictions and limitations upon the use and development of the property which are binding upon all Owners. The development order does not constitute a lien, cloud or encumbrance of real property or constitute actual or constructive notice of same. A copy of the development order may be reviewed at the offices of the planning department in Duval and St. Johns Counties, Florida. The property is subject to a PUD, permits from the SJRWMD and ACOE, and other state and federal land use regulations generally applicable to the development of real estate.

**Article 5  
MAINTENANCE, REPAIR AND REPLACEMENT**

5.1 Common Property.

The Community Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property with all such work to be done as ordered by the Board of Directors of the Community Association. Without limiting the generality of the foregoing, at such time as the applicable governmental authority permits the Developer to assign its responsibilities to the Community Association, the Community Association shall assume all of Developer's and its affiliates' responsibilities to the County, the State of Florida and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the maintenance, repair and replacement of Common Property and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Community Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Community Association pursuant to this Declaration shall be paid for by the Community Association through assessments (either general or special) imposed in accordance herewith. The Community Association, on behalf of itself and/or all or appropriate Condominium Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Community Association shall then have the power to allocate portions of such expenses among the Community Association and/or the Condominium Associations, based on such formula as may be adopted by the Community Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Community Association or any Condominium Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

5.2 Residences.

(a) Lot and Residence Maintenance. Each Lot Owner shall keep all parts of his Lot and Residence in good repair and condition and shall, at such Owner's cost and expense maintain and repair his Residence including, without limitation, repainting or re-staining the exteriors of the Residence, repair or replacement of roofing, repair or replacement of windows and doors (including repair or replacement of glass and screens), repair or replacement of building materials on the exterior of the residence and repair or replacement of any and all improvements to the Lot that were approved by the ARB such as an in-ground swimming pool or hot tub. The foregoing obligations shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. Each Lot Owner shall, at such Owner's cost and expense, maintain and repair any retaining walls located on the Lot as well as any bank banks adjacent to the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested by the Association. The Developer, and after turnover the Community Association, reserves the right, upon a majority vote of the Board of Directors, to hire a company to perform Lot maintenance and such fee shall be assessed as a Neighborhood Assessment.

(b) Lot Owner Failure to Maintain. In the event a Lot Owner fails to perform its obligations with respect to Lot maintenance as set forth herein, including maintaining his Lot and Residence in good order and in a clean and attractive manner, the Association may, but is not

obligated to, after thirty (30) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to maintain the Lot, including without limitation mowing grass and weeds of the Lot. The cost of such maintenance shall be the responsibility of the Owner, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore. Such cost shall constitute a special assessment for which a claim of lien may be filed or enforced against the Owner's Lot. Further, it shall be each Owner's responsibility and obligation to keep all parts of his or her Lot free and clear of trash and debris.

**Article 6  
AGE RESTRICTIONS**

**6.1 Restrictions Affecting Occupancy and Alienation.**

**(a) Definitions.**

(i) **Age-Qualified Occupant:** Any individual 55 years of age or older who occupies a Lot or Unit.

(ii) **"Occupy," "Occupies," "Occupied," or "Occupancy"** shall mean staying overnight in a Lot or Unit for at least ninety (90) days in a consecutive twelve (12) month period.

(iii) **Qualified Resident:** Any of the following Persons occupying a Lot or Unit:  
(a) any Age-Qualified Occupant; and  
(b) any Person nineteen (19) years of age or older occupying a Lot or Unit with an Age-Qualified Occupant; and

(b) **Restrictions on Occupancy.** Subject to the rights reserved to Developer for purposes of marketing and selling within the Community, the Lots and Units within the Community are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Housing for Older Persons Act of 1995 (as may be amended, the "Act") allowing discrimination based on familial status. Developer or the Community Association, acting through the Board, shall have the power to amend this Article 6, without the consent of the Members or any Person except Developer, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto, and any related judicial decisions in order to maintain the intent and enforceability of this Article.

(i) Each occupied Lot or Unit shall at all times be Occupied by at least one person 55 years of age or older.

(ii) No person under the age of nineteen (19) shall Occupy a Lot or Unit. No one under the age of nineteen (19) may reside in the Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period. Anyone under the age of nineteen (19) is allowed to visit the Lots or Units, provided that someone nineteen (19) or older supervises the person at all times.

(iii) Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) years of age may Occupy a Lot or Unit unless the requirements of this Section are met nor shall any Owner permit Occupancy of the Lot or Unit in violation of this Section.

(iv) Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant with respect to a Lot or Unit, based on documented

hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

(v) In the event of any change in Occupancy of any Lot or Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Lot or Unit, or otherwise, the Owner of the Lot or Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Lot or Unit and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within (ten) 10 days after a change in Occupancy occurs, the Community Association may levy monetary fines against the Owner and the Lot or Unit for each day after the change in occupancy occurs until the Community Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Community Association under this Declaration and Florida law.

(c) Monitoring Compliance; Appointment of Attorney-in-Fact. The Community Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Community Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

(i) The Community Association may enforce this Article in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots or Units, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Lot or Unit be provided to the Board on a periodic basis, and in its sole discretion, taking action to evict the occupants of any Lot or Unit which does not comply with the requirements and restrictions of this Section. The Community Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Community Association request for information regarding the occupancy of his or her Lot or Unit which, in the Board's judgment, is reasonably necessary to monitor compliance with this Article. **Each Owner hereby appoints the Community Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of any Lot or Unit on his or her Lot as necessary to enforce compliance with this Article.** Failure to comply with the provisions of this Article shall result in the automatic suspension of membership privileges, such liens as the Community Association may levy, or such other action as may be necessary or appropriate to assure compliance with the Housing for Older Persons Act of 1955.

(ii) Each Owner shall be responsible for ensuring compliance of its Lot or Unit with the requirements and restrictions of this Article, and the Community Association rules adopted hereunder, by itself and by its tenants and other occupants of its Lot or Unit. **Each Owner, by acceptance of title to a Lot or Unit, agrees to indemnify, defend, and hold Developer, any affiliate of Developer, and the Community Association harmless from any and all claims, losses, damages, and causes of action which may arise from failure of such Owner's Lot or Unit to so comply.** Such defense costs shall include, but not be limited to, attorney fees and costs.

6.2 Sales by Developer.

(a) Notwithstanding the restriction set forth in this Article, Developer reserves the right to sell Lots and Units for Occupancy to persons of any age; provided, such sales shall not affect the Community's compliance with all applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community.

**Article 7  
USE RESTRICTIONS**

7.1 Access.

Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot or Unit for the purpose of performing any obligation set forth in this Declaration or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

7.2 Applicability.

The provisions of this Article 7 shall be applicable to all of the Property but shall not be applicable to Developer or any of its designees or to Lots or Units, or other property owned by Developer or its designees.

7.3 Clothesline.

No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

7.4 Compliance.

It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, Units and Common Property which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using the Owner's Lot(s) and Units do likewise.

7.5 Developer Exemption.

In order that the development of the Property may be undertaken, no Owner, nor the Community Association, nor any Condominium Association shall do anything to interfere with Developer's activities, more fully set forth as follows:

(a) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Future Development Property, including without limitation, the alteration of its construction plans and designs as Developer deems advisable in the course of development (all models or sketches showing plans for the Future Development Property, as same may be expanded, may be modified by the Developer at any time and from time to time, without notice); or

(b) Prevent Developer, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on the Future Development Property, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of its or their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from conducting on the Future Development Property, activities relating to the development, subdivision, grading and construction improvements in the Future Development Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or

(d) Prevent Developer, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Future Development Property; or

(e) Prevent Developer, its successors or assigns or its or their contractors or subcontractors, from maintaining such sign or signs on the Future Development Property, as may be necessary in connection with the operation of any Lots or Units owned by Developer (its successors or assigns) or the sale, lease or other marketing of Lots and/or Units, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Developer, or its successors or assigns from filing Supplemental Declarations, which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Developer from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

(h) Prevent Developer, or its successors or assigns, from conducting such sales and marketing activity on the Property, including within the welcome center, as Developer deems to be reasonable and appropriate, including but not limited to, the right to rent and/or provide for occupancy of Units and Lots for short terms, as part of the Developer's sales program.

In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Developer's plans for construction, development, use, sale or other disposition of the Property and the Future Development Property, or any part thereof.

7.6 Easements.

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering the Property and/or as provided herein. The area of each Lot or Unit covered by an easement and all improvements in such area shall be maintained continuously by the Community Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Community Association, and Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement but not the obligation for the installation and maintenance of all underground utilities, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats.

7.7 Fireworks.

No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Lot or Unit, on or from the Property or on or from the Common Property.

7.8 Flags.

Each Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence

Day, September 11 and Veterans Day, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard in a respectful manner in a location approved by the ARB.

7.9 Garage and Yard Sales.

Garage and yard sales are not permissible unless sponsored by the Community Association.

7.10 Hazardous Materials.

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, rules and regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, and shall be stored in containers specifically designed for such purposes.

7.11 Hunting and Firearms.

No discharging of firearms shall be permissible on the Property; provided however that the Community Association reserves the right to adopt and implement measures to control wildlife in accordance with applicable local, state and federal laws.

7.12 Hurricane Shutters/High Impact Glass.

All Improvements on Lots and all Units will be equipped with hurricane shutters or high impact glass. To the extent hurricane shutters are approved or provided, the Owner shall be responsible for the storage, repair, replacement, maintenance and use of the hurricane shutters. All loose shutters shall remain stored in the garage unless and until a storm or a storm warning (tropical storm or hurricane only) is announced by the National Weather Center or other recognized weather forecaster. All shutters must be removed and stored within two (2) days after the storm has passed. An Owner or Occupant who plans to be absent during all or any portion of the hurricane season must prepare a Lot or Unit prior to departure by designating a responsible firm or individual to care for the Lot or Unit should a hurricane threaten the Lot or Unit or should the Lot or Unit suffer hurricane damage and furnishing the Community Association with the names of such firm or individual.

7.13 Insurance.

Nothing shall be done or kept in any Lot, Unit, or in the Common Property that will increase the rate of insurance for the Property or any other Lot or Unit, 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 his Unit, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot or Unit, or the contents thereof, or which would be in violation of any law.

7.14 Lakes.

Swimming and fishing in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats, jet skis and any other recreational vehicle is prohibited.

7.15 Leasing of Lots and/or Units.

(a) Entire Lots or Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Lot or Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Owner. No lease or sublease shall be for a period of less than twelve (12) calendar months (e.g. a Owner cannot lease its Lot or Unit for twelve (12) months or more and then allow the lessee to rent out all or any portion of the Lot or Unit for periods of less than twelve (12) months).

(b) Every lease shall be in writing and must be provided to the Community Association at least ten (10) days prior to the commencement of the lease for purposes of verifying that the lease complies with the requirements of this Section. Such lease must provide the name and contact information for the tenants as well as a current address of the Owner.

(c) The lease shall require that at least one (1) Occupant be fifty-five (55) years of age or older. The Owner must provide to the Community Association an age affidavit on a form prescribed by the Community Association for each Occupant pursuant to a lease and such other information as the Community Association may reasonably require to verify the age of each Occupant and to comply with Section 6.1(b)(v). The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration, the applicable Condominium Association Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Community Association and applicable Condominium Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration, the applicable Condominium Association Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration or applicable Condominium Association Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Community Association for any amount which is required by the Community Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Community Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Lot or Unit therefore. All leases are subordinate to any lien filed by the Community Association, whether prior or subsequent to such lease. If so required by the Community Association, any Owner desiring to lease a Lot or Unit may be required to place in escrow with the Community Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Community Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Community Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(d) When a Lot or Unit is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Lot or Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Community Association shall have the right to adopt rules to prohibit dual usage by a Owner and a tenant of the Property otherwise readily available for use generally by Owners.

(e) A covenant shall exist designating the Community Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement.

(f) The requirements in this Section 7.15 shall not apply to the Developer. To the extent permissible under the PUD and the DRI, the Developer shall have the right to rent Units and Lots for short terms or otherwise permit occupancy of Units and Lots for short terms, as part of its sales program.

7.16 Lot Resubdivision

No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. As set forth above, Developer shall have the right to reconfigure Lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

7.17 Nuisances; Other Improper Use.

Nothing shall be done or maintained on any Lot, Unit or Common Property which may be or become an annoyance, nuisance or be detrimental to the other Lots, Units or Common Property or its occupants. Any activity on a Lot or Unit which interferes with television, cable or radio reception on another Lot or Unit shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Community Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners hereby acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance.

In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

7.18 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

7.19 Parking and Vehicular Restrictions.

(a) With respect to Residences only, Owners shall have not more than three (3) vehicles associated with the Residence, two (2) of which must be parked in the Owner's garage and one (1) must be parked in the driveway directly in front of the garage.

(b) With respect to Residences only, Owners may have golf carts and motorcycles, but each shall count as a vehicle towards the vehicle limit. Golf carts and motorcycles must be parked within a garage. Motorcycles may be parked on the Common Property only with the written consent of the Board of Directors.

(c) With respect to Units within Riverwood by Del Webb Monterey Condominium and Riverwood by Del Webb Carriage Home Condominium, the parking restrictions are set forth in the respective declarations of condominium.

(d) All Owners must register all vehicles with the Community Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Community Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

(e) The Community Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle; provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Developer's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Property or any Lot or Unit shall be restricted to the parking areas therein designated for such purpose.

(f) Prohibited Vehicles. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Community Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominiums, Lots, Unit Owners or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage. Notwithstanding the foregoing, motor home or recreational vehicles which are owned or being utilized by an Owner of a Residence may be parked in the driveway for not more than twenty-four (24) hours straight for loading and unloading purposes with a pass obtained from the Community Association which must be displayed clearly on the vehicle. Owners of Units within Riverwood by Del Webb Carriage Home Condominium and Riverwood by Del Webb Monterey Condominium are prohibited from parking a motor home or recreational vehicle in the Riverwood community. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. No street parking is permitted at any time, and the Community Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section.

(g) Vehicle Maintenance. No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Property and Lots, except wholly within the confines of the garage.

(h) Towing. Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Community Association may be towed by the Community Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Community Association. The Community Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

**7.20 Pest and Insect Control.**

With respect to Residences only, each Owner shall be responsible for all pest and insect control within the Lot and Residence.

7.21 Pets.

(a) Owners must register all pets with the Community Association. Owners are granted a license to maintain not more than a total of two (2) pets per Lot or Unit, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors, and (c) dogs or cats only, except as set forth below. This license may be revoked by the Board of Directors of the Community Association. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Pet sitting for outside pets is permitted as long as the number of pets maintained within a Lot or Unit does not exceed two (2).

(b) All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Unit or Lot). Pets are not allowed to roam freely or play in the hallways or any other interior common area. Pets must be on the grass before the pet is permitted to stop and relieve itself. At no time may a pet relieve itself in the breezeway, hallway or in or around any elevator. Owners should not allow landscape areas adjacent to the buildings or the building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

(c) Animals that are typically kept in cages or containers wholly within the Unit such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

(d) Neither the Board, Developer, nor the Community Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Unit Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Community Association, its Board of Directors, Developer, each Unit Owner and the management company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet on the Property. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly repaired by the Owner. The Community Association retains the right to effect said repairs and charge the Owner therefore.

(e) A violation of the provisions of this Section shall entitle the Community Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

7.22 Proviso.

Until the Developer has completed all of the contemplated Improvements and closed the sale of all of the Residences within the Property, neither the Owners nor the Association, nor the use of the Property shall interfere with the completion of the contemplated Improvements and the sale of the Residences. Developer may make such use of the unsold Residences, Units and Common Property,

as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the Property within the Community and the display of signs.

7.23 Storm Room.

All Residences within the Property have been or will be constructed with a storm room as required by the Nocatee Development Order approved by St. Johns County pursuant to Resolution No. 2001-30 (the "Nocatee Development Order"), as amended from time to time. These rooms have been or will be designed and constructed to withstand a minimum wind load of 150 mph. The storm room will be inspected and approved by the St. Johns County Building Department and the Developer makes no representation as to the functionality of the storm room. Owners shall not modify or alter the storm room in any way that would negate the designed function. Owners are cautioned not to rely on the protection of a storm room if conditions could exceed the design capacity. In the threat of any major storm event, Owners should be aware of instructions from the local government including the County Emergency Management office. There may be circumstances that require all Owners to evacuate the area.

NEITHER DEVELOPER NOR THE COMMUNITY ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE CONSTRUCTION OR EFFECTIVENESS OF ANY STORM ROOM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE COMMUNITY ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

7.24 Satellite Dishes and Antennae.

Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty-nine inches (39") in diameter and twelve (12') feet in height, may not be installed on any Common Property and must be approved in advance by the ARB. Owners shall endeavor to assure that such a device is screened in to the extent possible away from the view of others.

7.25 Signs.

No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Unit, Common Property, or from any window. All signs must have advance written approval of its size, shape, content, appearance and location from the Architecture Review Board prior to being posted, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units or Lots.

7.26 Soliciting.

No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

7.27 Temporary Structures.

No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, construction trailers, construction dumpsters, portable on demand storage units or other temporary storage units, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained by the Developer for the purpose of construction of Residences. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the

purpose of construction of any Improvements or Residences and the marketing and sales of Lots until such time as all Residences are constructed and sold.

7.28 Trash.

With respect to Units located within Monterey Condominium, all garbage shall be disposed of with care and in the on-site trash container. All trash must be contained in plastic trash bags and secured and placed in the on-site trash container.

With respect to Units located within Carriage Home Condominium and Lots located within the Community, it is the Developer's intention that there will not be trash container(s) serving the Carriage Home Condominium Units and the Lots. So long as there are no trash container(s) serving the Carriage Home Condominium Units and the Lots, the Owners shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage when not placed out for pick up and shall be maintained in accordance with rules and regulations adopted by the Board of Directors. Each Owner shall be required to use the trash container, if any, provided by the County. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curbside pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Owners shall be required to maintain their trash containers in accordance with rules and regulations adopted by the Board of Directors. If trash service is handled through the County, such cost will be covered under each Owner's property taxes. However, if trash service is handled through a private company, such cost will be considered a Common Expense.

7.29 Use of Common Property.

The Common Property shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Residences. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Property. Each Owner acknowledges and agrees that if the Owner is leasing its Residence, the tenant/occupant of the Residence shall have the right to use the Common Property recreational facilities, if any, during the term of the lease, and Owner shall not have any right to use any of the Common Property recreational facilities during such lease term.

7.30 Uses of Lots and Units.

The Community is a residential community, and therefore, each of the Lots and Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Lot or Unit may be divided or subdivided into a smaller Lot or Unit. Home-based occupations may be operated out of the Lots and Units, provided, that: (i) there are no employees working within the Lots or Units, (ii) there is no signage, (iii) the Lot or Unit is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Lot or Unit; (v) the home-based occupation does not generate additional visitors, traffic or noise into the Lot or Unit or any part of the Property; (vi) the home-based occupation does not cause a nuisance to the other Lots, Units or Owners; and (vii) such use meets all other municipal code and zoning requirements.

Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

7.31 Variances.

The Board of Directors of the Community Association shall have the right and power to grant variances from the provisions of this Article and from the Community Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

7.32 Visibility at Intersections.

No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Community Association shall not be liable in any manner to any person or entity, including Owners and Members' Permittees, for any damages, injuries or deaths arising from any violation of this Section. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within the Property.

7.33 Wild Animal and Bird Feeding.

Feeding of wild animals and birds is prohibited within the Community.

7.34 Window Air Conditioners.

No window or wall-mount air conditioning units shall be installed in or on any of the Residences.

7.35 Window Treatments.

No reflective film, stained-glass or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the ARB. Unless otherwise approved by the ARB, only white or off-white, solid colored window coverings shall be permitted. Window coverings made of paper materials are prohibited.

7.36 Yard Ornamentation.

All types of yard ornamentation are prohibited, including but not limited to yard gnomes and pink flamingos, without prior written consent from the ARB.

**Article 8  
COVENANT FOR MAINTENANCE ASSESSMENTS**

8.1 Rate of Assessments.

Assessments shall be made at a uniform rate against applicable "Assessment Units". For the purposes hereof, each Lot or Unit shall constitute one (1) Assessment Unit. In the event of any dispute as to the allocation of Assessments, the determination of the Board shall be binding and dispositive. Developer may modify such formula with respect to future Lots or Units in the Supplemental Declaration bringing such Lots or Units under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation, provided that no change may be made in the allocation of Assessments among residential condominium Units insofar as it is the intent hereof that each such Unit shall be required to bear a proportionate burden of Assessments. The Board of Directors shall budget and adopt

Assessments for the Community Association's general expenses in accordance with the procedures set forth in the Bylaws.

8.2 Annual Assessments.

For each Lot or Unit within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") and other Assessments hereafter described, levied by the Community Association for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Lots or Units and the Residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), any rental or lease cost for street lighting, the management and administration of the Community Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to the provisions of Section 8.15, the Annual Assessment for a Lot not containing a Residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Lot containing a Residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Community Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary.

8.3 Neighborhood Assessment.

In the event that the Developer determines to provide Improvements or services which serve some Owners to the exclusion of others and therefore designates a Neighborhood, those benefiting from such additional Improvements or services shall be assessed the cost thereof by the Association. The Board of Directors shall prepare a budget for such costs and shall designate the Lots which shall be subject to payment of the Neighborhood Assessment therefore. An example of a Neighborhood Assessment would include Lot maintenance for certain Lots.

8.4 Emergency Assessments.

The Community Association may also levy an emergency assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Property, the Lots or Units or Members of the Community Association, including but not limited to, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

8.5 Special Assessments.

In addition to the Annual and Emergency Assessments which are or may be levied hereunder, the Community Association (through the Board of Directors) shall have the right to levy a special assessment ("Special Assessment") against some or all Owner(s) (i) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his permittee; (ii) for fines; (iii) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of an Emergency Assessment; provided however that any Special Assessment under subsection (iii) above shall be approved by a two-thirds (2/3) vote of the Members of the Community Association present in person or by proxy at a duly called meeting of the Community Association; and (iv) other expenses incurred against particular Lots or Units and/or Owners to the exclusion of others. Any such Special Assessment shall be subject to all of the

applicable provisions of this Article including, without limitation, lien filing, foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

8.6 Commencement of Annual Assessments.

The Annual Assessments provided for in this Article shall commence with respect to each Lot and Unit on the date of conveyance of the Lot or Unit to an Owner, other than Developer or a Developer appointed builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or Special Assessment charged to each Lot or Unit, prorated to the day of closing on a per diem basis. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarterly or monthly installments, or in such other installment increments as the Board deems appropriate. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proration to the number of months (or other appropriate installment) remaining in such calendar year.

8.7 Duties of the Board of Directors.

The Board of Directors of the Community Association shall fix the amount of the Assessment against the Lots and Units subject to the Community Association's jurisdiction for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Units and Assessments applicable thereto which shall be kept in the office of the Community Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Community Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and Assessments as herein provided. The Community Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

8.8 Effect of Non-Payment of Assessment; the Personal Obligation; Remedies of the Community Association; the Lien; Application of Payments.

(a) Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Community Association the Assessments established or described in this Article. Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Community Association the Assessments established or described in this Article. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest thereon, reasonable attorney's fees and the cost of collection thereof as hereinafter provided (collectively "Delinquent Fees"), thereupon become a continuing lien on the Lot or Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns.

Except as provided below to the contrary, each such Assessment, together with such Delinquent Fees, shall be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, and recourse may be had against either or both. Any and all persons acquiring title to or an interest in a Lot or Unit as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 8.9 below. Unless provided for in a Mortgage on a Lot or Unit, failure to pay Assessments does not constitute a default under a Mortgage.

(b) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Community Association:

(i) an administrative late fee of five percent (5%) of the sum due may be charged, not to exceed twenty-five dollars (\$25.00). Provided however that only one (1) administrative late fee may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest at the rate of eighteen percent (18%) per annum from the date when the installment was due until paid; provided further, however, that each other installment thereafter coming due shall be subject to one (1) administrative late fee each as aforesaid; or

(ii) the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall accrue interest at the rate of eighteen percent (18%) per annum from the dates when the installments were due until paid. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot or Unit shall be levied by the Community Association for such purpose.

(c) The Community Association may bring an action at law against the Owner(s) personally obligated to pay the delinquent Assessments, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Lot or Unit on which the Assessments and Delinquent Fees are unpaid, may foreclose the lien against the Lot or Unit on which the Assessments and Delinquent Fees are unpaid, or may pursue one (1) or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments and Delinquent Fees secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. The lien provided for in this Article shall be perfected by filing a claim of lien in the public records of the County in favor of the Community Association.

(d) Each Owner, by his acceptance of title to a Lot or Unit, expressly vests in the Community Association the right and power to bring all actions against such Owner personally for the collection of such Assessments 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 Community Association in a like manner as a mortgage lien on real property and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner

may waive or otherwise escape liability for the Assessments by abandonment of his Lot or Unit. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

(e) All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Community Association.

(f) The Community Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot or Unit at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same, with the approval of two-thirds (2/3) of the Members.

(g) All payments on accounts shall be first applied to interest accrued by the Community Association, then to any administrative late fees, then to outstanding fines, then to costs and attorneys fees and then to the delinquent Assessment payment first due.

(h) Unless delegated to a Condominium Association by the Community Association, it shall be the legal duty and responsibility of the Community Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

(i) The Community Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

8.9 Subordination of the Lien.

The lien of the Assessments shall be inferior and subordinate to real property tax liens and the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment was first recorded against the Lot or Unit, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot or Unit shall not affect the Assessment; however, the sale or transfer of any Lot or Unit pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot or Unit from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots and Units subject to assessment by the Community Association, including the Lots and Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Mortgagees shall in no event be responsible or liable for the collection of any Assessments.

8.10 Collection of Assessments.

In the event that at any time the collection of Assessments levied pursuant hereto is made by an entity other than the Community Association, all references herein to collection (but not necessarily enforcement) by the Community Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

8.11 Developer's Assessments.

Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Lots and Units owned by it, or (ii) not pay Assessments on

some or all Lots or Units owned by it and in lieu thereof fund any resulting deficit in the Community Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Community Association. The deficit to be paid under option (ii) above shall be the difference between (a) actual operating expenses of the Community Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Community Association (including, without limitation, Assessments, interest, late charges, capital contributions, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Community Association by written notice to such effect to the Community Association. When all Lots and Units within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Community Association for the payment of Assessments, deficits or contributions.

8.12 Community Association Funds.

The portion of all Annual Assessments collected by the Community Association for reserves for future expenses, and the entire amount of all Special and Emergency Assessments, shall be held by the Community Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

8.13 Working Capital Contribution.

Each purchaser shall be required to make a one time working capital contribution to the Community Association in the amount determined by the Community Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may be used by the Developer to fund the operating deficit. This working capital contribution shall be due and payable upon each resale of the Lot or Unit.

8.14 Budget.

(a) Fiscal Year. The fiscal year of the Community Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(b) Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot or Unit is first conveyed to an Owner other than Developer or a builder.

(c) Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Lot or Unit is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, in accordance with the procedures set forth in the Bylaws, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Community Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Community Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the budget by the number of Lots and Units subject to the Declaration.

(d) Reserves. The Community Association shall maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment as provided above. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Lots and Units. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment or Emergency Assessment by establishing a budget for such Assessment and then after approved by the Board of Directors levying this Assessments, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Community Association budget or adjusted budget, each Owner shall continue to pay the Assessments at the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

#### 8.15 Exempt Property.

The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property (except that portion of the Common Property located within a Lot); and (c) all Lots, Units or Property owned by Developer (including, without limitation, any Lot or Unit used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Community Association and the budgeted amounts due from the Owners of Lots and Units other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Community Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Lots or Units solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall pay one half (1/2) of the Assessments attributable to such Lots, Units or Property, from and after the date that the landscaping is installed on such Lot, Unit or Property owned by Developer (including, without limitation, any Lot or Unit used or leased by Developer for a model home, construction facility, or other use).

8.16 Real Estate Taxes.

In the event the Common Property is taxed separately from the Lots or Units, the Community Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot or Unit owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

8.17 Certificate of Payment.

The Treasurer of the Community Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Community Association or management company, as applicable.

**Article 9  
ARCHITECTURAL CONTROL; GENERAL POWERS**

9.1 Purpose.

Except for the Initial Improvements, the Community Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. The ARB review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi-governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Lot or Unit has been completed.

9.2 Members of ARB.

The ARB shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of the initial members shall hold office until all Lots, Units and improvements planned for the Property and the Future Development Property have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. Members of the ARB (other than those appointed or designated by the Developer) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Developer may only be removed by the Developer. The Community Association reserves the right to delegate the duties of the ARB to the respective Condominium Associations.

9.3 Meetings of the ARB.

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on

behalf of the ARB, except the granting of variances pursuant to Section 9.11 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

9.4 Compensation of Members.

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Community Association in a professional capacity.

9.5 Improvements Subject to Approval.

Construction, modifications and alterations subject to approval by the ARB specifically include, but are not limited to, (a) altering, painting, erecting or maintaining on the property a building, fence, wall, shed, storage, or other secondary or detached structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, pool, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind); (b) any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Lot or Unit; (c) any painting or other alteration of the exterior appearance of the Lot or Unit or appurtenance including but not limited to garage, doors and windows; (d) installation of antennae, satellite dishes or receivers, solar panels or other similar devices; (e) screened enclosures; (f) signs, whether located on the Lot or Unit, on a Limited Common Element of the Lot or Unit or in the windows of the Lot or Unit; (g) gates; (h) playground equipment; (i) flower boxes, shelves, statues or other outdoor ornamentation; (j) patterned or brightly colored window coverings; (k) alteration of the landscaping or topography of the Property, including without limitation, any cutting or removal of trees (unless replacing an original tree with the exact same type of tree), planting or removal of plants; (l) construction, modification or alteration of any Improvement, any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any Lot or Unit or any Improvement; (m) attachment of or placement upon outside walls or roofs of buildings or other improvements of an awning, canopy or shutter; (n) in-ground swimming pools and/or hot tubs; and (o) all other modifications, alterations or improvements visible from any road or other Lots or Units. All of the foregoing are jointly referred to herein as "Proposed Improvements". Interior alterations not affecting the external structure or appearance of any Lot or Improvement shall not require the approval of the ARB.

None of the above shall be commenced until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed construction, alteration or addition shall have been submitted to, and approved in writing by, the ARB. Notwithstanding the foregoing, all Owners (except Unit Owners) may paint without the approval of the ARB provided that the paint color is the same or substantially similar to the color originally painted. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. If the proposed construction, alterations or additions are to common elements of a condominium, said approval shall also be subject to the prior approval of the applicable condominium association. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

9.6 Procedures.

(a) Application. It shall be the responsibility of each Owner to supply two (2) sets of the following documents, materials and items to the ARB for use in its reviewal process: (i) the

construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

(b) Compliance Binder. At the time of submission of the review fee and the documents, materials and items listed above (as to other Proposed Improvements), and upon the request of the ARB, the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all Proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the Proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy shall be in addition to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Community Association.

(c) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different Lots. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in Section 9.11.

(d) Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

(e) Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. If the ARB disapproves the requested Proposed Improvement, it

shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Lot or Unit or within the Property shall be commenced, and no Lot or Unit shall be modified, except in accordance with such approved plans and specifications. All work done by a Member after receiving the approval of the ARB shall be subject to the inspection by, and final approval of, the ARB in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

9.7 No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

9.8 Enforcement.

In the event this paragraph is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Community Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this paragraph, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this paragraph have been complied with. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this paragraph. Any action to enforce this paragraph must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

9.9 ARB Rules.

The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the ARB shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the ARB prior to the making of such amendment.

9.10 Non-Liability.

The ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control and thus neither the Community Association, the Board of Directors, the ARB, the Developer nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Condominium Association or to any Owner, its successors, assigns, personal representatives or heirs or any other person or entity for any loss, damage or injury arising out of or

in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, are structurally safe or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental or industry requirements, standards or codes and neither the ARB, the Community Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, the safety, soundness, workmanship, materials, usefulness for any purpose or any injury to persons or property resulting therefrom. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Community Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. Additionally, neither the Community Association, the Board of Directors, any member or representative of the ARB nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence.

#### 9.11 Variance.

The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ARB from denying a variance in other circumstances.

#### 9.12 Exemptions.

Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

#### 9.13 Reservation of Right to Release Restrictions.

In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot or Unit line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot or Unit from the encroachment and to grant a variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot, Unit or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot or Unit and the overall appearance of the Property. This reserved right shall automatically pass to the Community Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots or Units.

9.14 General Powers of the Community Association and the ARB.

The Community Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article, and the Community Association shall have the absolute power to require specific action to be taken, by any Condominium Association in connection with applicable sections of the Property in that regard. The Community Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair or replacement of the Property governed by any Condominium Association and otherwise require or veto any other action or decision of any Condominium Association (or committee thereof) as the Community Association deems appropriate from time to time. Any action required by the Community Association in a written notice to be taken by a Condominium Association shall be taken within the time frame set by the Community Association in such written notice. If the Condominium Association fails to comply with the requirements set forth in such written notice, the Community Association shall have the right to effect such action on behalf of the Condominium Association and shall assess the Lots and Units governed by the Condominium Association for their pro-rata share of any expenses incurred by the Community Association in connection therewith, together with an administrative charge to be determined by the Community Association under the circumstances (to cover the Community Association's administrative expenses in connection with the foregoing and to discourage the Condominium Association from failing to comply with the requirements of the Community Association). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided for herein.

9.15 Remedy for Violations.

If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Community Association may summarily and without the permission or consent of the Owner, enter upon the Lot or Unit and remove the unpermitted Improvements or structure, in which case neither the Developer, the Community Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Community Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Special Assessment and shall be secured by a lien on the Lot or Unit, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Community Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this Section, the ARB and Developer shall have the right to enter into any Lot or Unit and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article 11 for violations of this Declaration.

9.16 Design Guidelines.

The ARB or Developer, as applicable, shall have the authority to promulgate design guidelines and all Owners must comply with the restrictions, covenants and provisions set forth in the design guidelines. In the event of an inconsistency between the Declaration and design guidelines, the more restrictive of the two shall prevail.

9.17 Architectural Control by Sonoc Company LLC

Sonoc Company LLC (Developer's predecessor in title) has a continuing right to review and approve plans and specifications for all exterior improvements including building, signage and landscape plans. Further, Sonoc Company LLC shall be entitled to review and approve all entry features, guard houses, master landscaping, signage and all other improvements incorporated as entranceways to the Property in the areas intersecting Crosswater Parkway adjacent to the westerly boundary of the Property and intersecting the access road to the Nocatee Preserve at the southerly boundary of the Property. No structural improvement shall be commenced, placed or maintained upon the Property nor shall any addition or change or alteration therein be made until the plans and specifications and locations of them have been submitted to and approved by Sonoc Company LLC. Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvements or structure subject to Sonoc Company LLC's approval. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Sonoc Company LLC may also require submission of samples of building materials (if not previously approved) proposed for use in connection with construction of such improvements and may require such additional information as may be reasonably necessary to completely evaluate the proposed structure or improvements. Approval by Sonoc Company LLC shall not be unreasonably withheld, but disapproval may be based upon purely aesthetic grounds determined in the reasonable discretion of Sonoc Company LLC. Approval or disapproval of applications by Sonoc Company LLC shall be given in writing with fifteen (15) days of receipt thereof by Sonoc Company LLC and if the approval or disapproval is not forthcoming within such fifteen (15) days, the application shall be deemed approved. Approval of any application by Sonoc Company LLC shall not constitute a basis for any liability of Sonoc Company LLC for any reason, including but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

**Article 10  
COMMUNITY ASSOCIATION AND OTHER ASSOCIATIONS**

10.1 Preamble.

In order to ensure the orderly development, operation and maintenance of the Property, including the Property subject to the administration of the Condominium Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (a) giving the Community Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished. The provisions of this Article are specifically subject, however, to Section 20.8 of this Declaration.

10.2 Cumulative Effect: Conflict.

The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Condominium Associations and the Community Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Condominium Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited

to, the liens for assessments created in favor of the Community Association and the Condominium Associations as provided for herein. As to any Condominium Association which is a condominium association, no duties of same hereunder shall be performed or assumed by the Community Association if same are required by law to be performed by the Condominium Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Section 20.8 of this Declaration.

10.3 Architectural Control.

All architectural control, Lot and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Community Association. However, the Community Association may delegate to a Condominium Association(s) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of the County.

As long as the Community Association performs architectural control functions, no Condominium Association shall do so unless such functions are specifically delegated to it by the Community Association; provided, however, that a Condominium Association for a condominium may perform such functions to the extent required by its Declaration of Condominium or by applicable law.

10.4 Collection of Assessments.

The Community Association shall collect all assessments and other sums due the Community Association from the members thereof.

To the extent lawful, the Community Association may delegate, or contract for the performance of any duties performed by it pursuant hereto to/with a management company approved by the Community Association.

10.5 Delegation of Other Duties.

The Community Association shall have the right to delegate to a Condominium Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Section as the Community Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Condominium Association or its respective property. Such delegation shall be made by written notice to the Condominium Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Community Association at any time.

10.6 Acceptance of Delegated Duties.

Whenever the Community Association delegates any duty to a Condominium Association pursuant to this Section, the Condominium Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Community Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Condominium Association's performance, non-performance or negligent performance thereof. All Condominium Associations shall be responsible to the Community Association for maintaining adequate liability and other insurance covering injuries, deaths, losses or damages arising from or connected with the Condominium Association's performance or non-performance of its duties hereunder.

10.7 Expense Allocations.

The Community Association may, by written notice given to the affected Condominium Association at least sixty (60) days prior to the end of the Condominium Association's fiscal year, allocate and assess to the Condominium Association a share of the expenses incurred by the Community Association which are reasonably allocable to the Condominium Association and/or the portion of the Property within its jurisdiction. In such event, the expenses so allocated shall thereafter be deemed common expenses of the Condominium Association payable by it (with assessments collected from its members) to the Community Association.

In the event of a failure of a Condominium Association to budget or assess its members for expenses allocated as aforesaid, the Community Association shall be entitled to pursue all available legal and equitable remedies against the Condominium Association or, without waiving its right to the foregoing, specially assess the members of the Condominium Association and their Lots or Units for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

10.8 Non-Performance of Condominium Association Duties.

In addition to the specific rights of the Community Association provided in Section 10.7 above, and subject to the limitations set forth in Sections 10.2 and 20.8 of this Declaration, in the event that a Condominium Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, Articles of Incorporation, Bylaws or related documents, which failure continues for a period in excess of thirty (30) days after the Community Association's giving notice thereof, then the Community Association may, but shall not be required to, assume such duties. In such event, the Condominium Association shall not perform such duties unless and until such time as the Community Association directs it to once again do so.

10.9 Conflict.

In the event of conflict between this Article 10, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Community Association all as amended from time to time, the provisions of this Article shall supersede and control.

**Article 11  
ENFORCEMENT**

11.1 Compliance by Owners.

Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Community Association.

11.2 Enforcement.

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

11.3 Fines and Suspension of Privileges.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration or the Rules and Regulations, it shall be lawful for Developer, the Community Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or Occupants) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or Occupant for the failure of the Owner, his family, tenants, guests, invitees or Occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Community Association shall give the Owner or Occupant at least fourteen (14) days notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board of Directors, which committee members shall not be officers, directors or employees of the Community Association or the spouse, parent, child, brother, or sister of an officer, director or employee of the Community Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. If the Owner or Occupant notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) At any hearing, the committee shall be presented with the violation(s) and shall give the Owner or Occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or Occupant within twenty-one (21) days after the date of the hearing.

(c) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his family, tenants, guests, invitee or Occupants.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(e) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Lot or Unit owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice thereof (even if in the first instance): a fine not in excess of One Thousand Dollars (\$1,000.00);

(iv) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(f) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment of the penalties.

(g) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

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

(i) Non-Exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Community Association may otherwise be entitled, including without limitation the right to impose a Special Assessment as a lien on the Lot; however, any fine paid by the Owner or Occupant shall be deducted from or offset against any damages which the Community Association may otherwise be entitled to recover by law from such Owner or Occupant. The limitations on fines in this paragraph does not apply to suspensions or fines arising from failure to pay Assessments.

(j) The failure of Developer, the Community Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

11.4 Initial Rules and Regulations.

The Board of the Community Association shall have the right to implement rules and regulations for the Community Association and its Members.

**Article 12  
DAMAGE OR DESTRUCTION TO COMMON PROPERTY**

12.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Community Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Community Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners in equal shares in accordance with the provisions of Article 8 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of two thirds (2/3) of the Board of Directors, subject to Article 14 hereof, the Board shall

determine whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying special assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Community Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or his Member's Permittees. Notwithstanding the foregoing, the Community Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot or Unit, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an assessment against the Member and may be collected as provided herein for the collection of assessments.

**Article 13  
INSURANCE**

**13.1 Common Property.**

The Community Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Community Association may deem desirable. The Community Association may also insure any other property, whether real or personal, owned by the Community Association, against loss or damage by fire and such other hazards as the Community Association may deem desirable, with the Community Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Community Association. Insurance proceeds shall be used by the Community Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Community Association are common expenses included in the Annual Assessments made by the Community Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Community Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Community Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within an "A" flood zone.

**13.2 Replacement or Repair of Common Property.**

In the event of damage to or destruction of any portion of the Common Property, the Community Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 13 of this Declaration.

13.3 Waiver of Subrogation.

As to each policy of insurance maintained by the Community Association which will not be voided or impaired thereby, the Community Association hereby waives and releases all claims against the Board, the Members, Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

13.4 Liability and Other Insurance.

The Community Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Community Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Community Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Community Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Community Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Community Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Community Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Community Association, with the Community Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Community Association or management company during the time the bond is in force.

13.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Community Association being an insured party under any coverage carried by the Developer or under coverage obtained by the Community Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

**Article 14  
MORTGAGEE PROTECTION**

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

- (a) The Community Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Community Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Community Association's financial statement for the

immediately preceding fiscal year, (ii) receive notices of and attend the Community Association meetings, (iii) receive notice from the Community Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Community Association, which default is not cured within thirty (30) days after the Community Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

(b) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Community Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Lot or Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Community Association.

**Article 15  
DISCLAIMER OF LIABILITY OF  
COMMUNITY ASSOCIATION AND DEVELOPER**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE COMMUNITY ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE COMMUNITY ASSOCIATION (COLLECTIVELY, THE "COMMUNITY ASSOCIATION DOCUMENTS"), NEITHER THE COMMUNITY ASSOCIATION NOR THE DEVELOPER SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE COMMUNITY ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE COMMUNITY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) NEITHER THE COMMUNITY ASSOCIATION NOR THE DEVELOPER IS EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF

FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE COMMUNITY ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE COMMUNITY ASSOCIATION OR THE DEVELOPER TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT OR UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE COMMUNITY ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE COMMUNITY ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "COMMUNITY ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE COMMUNITY ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

**Article 16  
STORMWATER MANAGEMENT SYSTEM**

**16.1 Blanket Easement.**

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Lots or Units and access easements to the Stormwater Management System. Developer hereby reserves for itself, its successors and assigns, and grants to the Community Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Lots or Units. The Community Association is hereby granted an easement over any Lots or Units which is necessary or convenient for the Community Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Lots or Units on which an approved Improvement is constructed and located.

**16.2 Maintenance Easement.**

The Community Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot or Unit which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or

the Community Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Community Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Community Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Community Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Community Association and shall not be construed to obligate Developer or the Community Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

### 16.3 Maintenance.

Except as specifically set forth herein to the contrary, the Community Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The Community Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Community Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Owners of Lots adjacent to or containing any portion of the Stormwater Management System shall maintain all shoreline vegetation, landscaping, irrigation, grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and drainage easements irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

- (a) The Community Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.
- (b) The Community Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.
- (c) The Community Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.