

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.

16.4 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Community Association and the approval of the ARB or Developer, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Community Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements. Notwithstanding the foregoing, docks bulkheads or other structures, permanent or temporary, that are constructed as initial improvements, may not be constructed without obtaining the prior written consent of the Developer.

16.5 Use and Access.

Developer and the Community Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Community Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Community Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Community Association. Only Developer and the Community Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

16.6 Liability.

~~NITHER DEVELOPER NOR THE COMMUNITY ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE COMMUNITY ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.~~

~~NITHER DEVELOPER, THE COMMUNITY ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.~~

16.7 Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over portion of the Property which may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on his Lot.

16.8 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Community Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

16.9 Indemnity.

Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Community Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Community Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Developer shall assign all its rights, obligations and duties thereunder to the Community Association. The Community Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

16.10 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2003-1267/MRE, ISSUED BY THE ACOE AND PERMIT NUMBER 40-031-87432-4 AND PERMIT NUMBER 40-031-87432-1 ISSUED BY THE SJRWMD. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING

WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. THE COMMUNITY ASSOCIATION HEREBY AGREES TO ACCEPT THE TRANSFER OF THE ACOE AND SJRWMD PERMITS SET FORTH ABOVE, AND ALL RIGHTS AND OBLIGATIONS THEREUNDER, FROM THE DEVELOPER PRIOR TO OR UPON TURNOVER OF THE ASSOCIATION FROM THE DEVELOPER TO THE OWNERS.

16.11 Developer's Rights.

Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Developer owns the lands affected by such change. Owners of Lots subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Community Association, or the grantee of the easement.

16.12 Nocatee Stormwater Pollution Prevention Plan.

In order to ensure the preservation of water quality and the prohibition of encroachment into environmentally sensitive areas, the Developer and all Owners of all or any portion of the Property shall adhere to the Nocatee Stormwater Pollution Prevention Plan, Appendix "F" to the Nocatee Environmental and Water Resource Area Plan, dated July 25, 2000 as on file with the SJRWMD, a copy of such plan is attached hereto as **Exhibit "E"**.

16.13 Homeowners Stormwater Training Program.

In compliance with the requirements of the Permits, the Developer, for so long as it controls the Community Association, and thereafter the Association, shall conduct periodic stormwater training for Owners, in accordance with the Outline for Homeowners Stormwater Training Program attached hereto as **Exhibit "F"**.

16.14 Conservation Easement.

(a) The Property is subject to a conservation easement over and upon (i) all upland buffer areas as required by the DRI, including an area known as the Greenway Buffer; and (ii) all SJRWMD wetland areas within the Property.

(b) The Property is subject to a Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 at Official Records Book 2675, page 1696, of the public records of St. Johns County, Florida.

(c) The Property is subject to a Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 at Official Records Book 2675, page 1594, of the public records of St. Johns County, Florida.

(d) From time to time the Developer may be required to record additional conservation easement(s) over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the ACOE. Such land would be subject to a conservation easement

as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

- (i) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
- (ii) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.
- (iii) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.
- (iv) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

(v) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

(vi) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(vii) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(e) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(f) Notwithstanding any other provisions hereof, the terms of this Section 16.14 shall not be amended or modified without the written consent of the SJRWMD. Further, this Section 16.14 may be enforced by the SJRWMD, its successors and assigns.

16.15 District Wetland Areas.

The plat for the Property and the master development plan for the Property includes certain wetland areas within the Property, certain upland buffers required under the DRI and certain greenway buffers as conservation areas which have been or will be subjected to SJRWMD and ACOE conservation easements.

16.16 Minimum Buffer Adjacent to District Wetland Buffers.

The Property is subject to a 25-foot minimum buffer to be maintained adjacent to the SJRWMD wetland areas constituting part of the Nocatee Greenway (the "Greenway Buffer"), which Greenway Buffer is located upon the Property. Developer has or will convey (or take title subject to) conservation easements in form and content required by the SJRWMD and ACOE as to the Greenway Buffer and incorporate the Greenway Buffer into the master development plan for the Property and any plat of the Property and convey the fee simple title to the Greenway Buffer, without consideration, to the Tolomato CDD upon recordation of any plat of the Property.

16.17 Surface Run-off.

Maintenance of water quality within the Stormwater Management System is both necessary and desirable to preserve the values of the property surrounding the Stormwater Management System and to comply with statutes, rules and regulations of agencies having jurisdiction over the Stormwater Management System. As a result, each Owner, the Community Association and each Condominium Association are prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into the Stormwater Management System, or obstructing the Stormwater Management System by encouraging the growth of algae, causing extraordinary siltation within the Stormwater Management System or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water within the Stormwater Management System or creating unsightly conditions in the Stormwater Management System. To the extent that any party shall be determined to be responsible for such discharge, the cost of any maintenance, repair or reconstruction activity within the Stormwater Management System area or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by the CDD in connection with the performance of its maintenance of the pond or the Community Association in connection with the performance of its maintenance of the other drainage improvements and such sums shall be due and payable within fifteen (15) days of demand for same. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary to correct a violation of this Section, the CDD shall be entitled to enter upon any portion of the Property as may be necessary to conduct such repairs or reconstruction at the expense of such responsible party.

16.18 Drainage System Maintenance and Use.

No boats shall be permitted to be operated in the pond except that the Community Association may use boats in performing their maintenance responsibilities. All land within the Property which is adjacent to the pond shall be maintained by the Community Association so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the pond and the height, grade and contour of the embankments shall not be changed without the prior written consent of the Community Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Community Association. No docks or other structures shall be constructed on any embankments of the pond unless or until the same has been approved by the Community Association.

**Article 17
DISCLOSURES**

17.1 Preserve.

Each Owner acknowledges and agrees that by acceptance of a deed to any portion of the Property, he/she understands and agrees that certain property adjacent to and/or in close proximity to the Property has been designated as "preserve property" under the DRI and/or the PUD. The preserve property may contain wildlife, animals and plant life that may or may not be desirable to Owners. Further, there are points of public access to the preserve property that may affect the Property. Each Owner agrees that the Developer and the Community Association shall not have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the preserve property. Each Owner, for itself and its guests, tenants, or invitees, releases Developer and the Community Association from any liability in connection therewith. The preserve property is intended to be donated to St. Johns County.

17.2 School Site.

Each Owner acknowledges and agrees that by acceptance of a deed to any portion of the Property, he/she understands and agrees that certain land within close proximity to the Property has been designated as "school site" under the DRI and/or the PUD. The school site may contain wildlife, animals and plant life that may or may not be desirable to Owners. Further, there are points of public access to the school site that may affect the Property. Each Owner agrees that the Developer and the Community Association shall not have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the school site. Each Owner, for itself and its guests, tenants, or invitees, releases developer and the Community Association from any liability in connection therewith.

**Article 18
SPECIAL COVENANTS**

18.1 Preamble.

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots and Units, the following provisions of this Article 18 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to Section 2.2 of this Declaration. However, nothing herein shall necessarily suggest that Developer will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

18.2 Condominiums.

With respect to the portion of the Property that is submitted to the condominium form of ownership, the following special provisions shall apply:

(a) The board of directors of the condominium association shall constitute the Condominium Association for such condominium.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium shall be treated as an unimproved portion of the Lot, with the condominium association to have the maintenance duties of an Owner as set forth herein. The condominium association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Community Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium unit and shall be the direct obligation of the Owner thereof.

With respect to the Architectural Review Board: (i) no condominium association shall make any improvements or alterations on or to the Property under its jurisdiction without first having secured the approval of the Architectural Review Board as provided herein and (ii) in the event that an individual Owner of a condominium Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall be submitted to the Architectural Review Board as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Review Board shall not consider the submission and same shall be considered timely disapproved.

**Article 19
TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**

19.1 Taxes and Assessments Levied by CDD.

The Tolomato CDD has been created. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD has been established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage including roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes. **EACH OWNER AGREES AND ACKNOWLEDGES THAT THE TOLOMATO CDD MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

**Article 20
GENERAL PROVISIONS**

20.1 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Community Association, Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Voting Members representing the votes of 75% of all the Lots and Units subject hereto and of 90% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any approvals being obtained.

20.2 Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Community Association at the time of such mailing.

20.3 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms

of this Declaration shall be literally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development of enjoyment thereof.

20.4 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

20.5 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County. It is anticipated that this Declaration will be recorded immediately prior to the first Unit closing in the Community.

20.6 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Developer, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association, unless the record Owner of the Lot or Unit and all record owners of liens on the Lot or Unit join in the execution of the amendment. After Turnover by an instrument signed by the President of the Community Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting thereof, provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest.

20.7 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Community Association and said Articles shall take precedence over the Bylaws and the Bylaws shall take precedence over the provisions set forth in any rules and regulations adopted by the Board.

20.8 Limitation on Community Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Community Association as same pertains to any condominium located within the Property which would cause the Community Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Community Association to said Chapter 718. It is the intent of this provision that the Community Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

20.9 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Community Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Community Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Community Association, as appropriate.

20.10 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Community Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Community Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

20.11 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

20.12 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot and/or Unit or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

20.13 Notices and Disclaimers as to Community Systems.

Developer, the Community Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, THE COMMUNITY ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE COMMUNITY ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF

OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Developer, the Community Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Community Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 (\$250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Community Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Developer, the Community Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

20.14 Certain Reserved Rights of Developer with Respect to Community Systems.

Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Developer hereby reserves and retains to itself:

- (a) the title to any Community Systems and a perpetual easement for the placement and location thereof;
- (b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the ordinances of the County); and
- (c) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Community Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the

course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Community Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Community Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

20.15 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS AND/OR UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

20.16 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 20.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 20.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

20.17 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot and Unit which has been sold for taxes or special assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

20.18 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

20.19 Law To Govern

This declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

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IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the date first written above.

Witnesses:
 By: *Bonnie Odell*
 Print Name: Bonnie Odell
 By: *Kristen Eckley*
 Print Name: Kristen Eckley

PULTE HOME CORPORATION,
 a Michigan corporation
 By: *[Signature]*
 Print Name: Shawn Budd
 Its: Attorney-in-Fact
 [Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 2nd day of June 2007, by Shawn Budd, as attorney-in-fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

[Notary Seal must be affixed]

Tiffany W. Mills
 Commission # DD617178
 Expires November 26, 2010
 Bonded Troy Fair Insurance Inc 800-366-7019

Tiffany W. Mills
 (Signature of Notary)
Tiffany W. Mills
 (Print Name of Notary Public)
 Notary Public, State of Florida
 My Commission Expires: Nov. 26 2010
 Commission No.: DD617178

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CONSENT OF ASSOCIATION

The undersigned, President of Riverwood by Del Webb Community Association, Inc., a Florida not-for-profit corporation ("Association"), hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association.

The undersigned sets its hand and seal this 22nd day of June, 2007.

RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: *William Genovese*
William Genovese
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of June, 2007, by William Genovese, as the President of Riverwood by Del Webb Community Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who is personally known to me or has provided _____ as identification.

(Notary Seal must be affixed)

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: Nov. 26, 2010
Commission No.: DD617178

 **Tiffany W. Mills**
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fair Insurance Inc 800-385-7019

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EXHIBIT A

PROPERTY

That certain real property described in the Riverwood by Del Webb - Phase 1 Plat recorded at Plat Book 60, Pages 88-120 of the public records of St. Johns County Florida, less and except Tract F1 (Condominium Area) and Tracts FD1 and FD2 (Future Development Areas), which property is subject to the following easements and encumbrances:

1. Taxes and assessments for the year 2007 and subsequent years.
2. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, page 1887, in the public records of St. Johns County, Florida.
3. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, page 1747; validation recorded in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.
4. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, page 914; First Amendment recorded in Official Records Book 2331, page 1803; Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 310, in the public records of St. Johns County, Florida.
5. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.
6. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.
7. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.
8. Resolution establishing Oak Hammock Village Master PUD Development Plan as set out in instrument recorded in Official Records Book 2381, page 1471, in the public records of St. Johns County, Florida.
9. Special Warranty Deed from Sonoz Company, LLC to Pulte Home Corporation, dated October 31, 2005 and recorded on November 4, 2005 in Official Records Book 2576, page 76, in the public records of St. Johns County, Florida.
10. Restrictions and easements as shown in Riverwood Phase 1 subdivision plat, recorded at Plat Book 60, pages 87 - 120, of the public records of St. Johns County, Florida.

11. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on February 21, 2006 in Official Records Book 2647, page 636, in the public records of St. Johns County, Florida.
12. ~~Pulte Home Corporation Power of Attorney and Grant of Agency, recorded on March 31, 2006 in Official Records Book 2674, page 1041, in the public records of St. Johns County, Florida.~~
13. ~~First Amendment to Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on March 31, 2006 in Official Records Book 2674, page 1283, in the public records of St. Johns County, Florida.~~
14. ~~Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 in Official Records Book 2675, page 1696, of the public records of St. Johns County, Florida.~~
15. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 in Official Records Book 2675, page 1594, of the public records of St. Johns County, Florida.
16. Assignment of Development Rights, recorded on November 4, 2005 in Official Records Book 2576, page 98, of the public records of St. Johns County, Florida.
17. ~~Memorandum of Agreement (Nocatee), recorded on November 4, 2005 in Official Records Book 2576, page 106, of the public records of St. Johns County, Florida.~~
18. Access Easement, recorded on November 4, 2005 in Official Records Book 2576, page 114, of the public records of St. Johns County, Florida.
19. ~~Cost Sharing Agreement between Tolomato Community Development District and Pulte Home Corporation, recorded on February 20, 2007 in Official Records Book 2869, page 978 of the public records of St. Johns County, Florida.~~
20. Unrecorded Partial Assignment and Assumption of Service Agreement dated October 31, 2005.
21. Unrecorded Declaration of Access Easement dated October 31, 2005.
22. Any matters shown on that certain survey of the Property prepared by Robert M. Angas Associates, Inc. dated April 27, 2005 under Work Order No. 05-056.00, File No. 118A-19, as revised.

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EXHIBIT B

**ARTICLES OF INCORPORATION
FOR
RIVERWOOD BY DEL WEBB
COMMUNITY ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
FOR
RIVERWOOD BY DEL WEBB
COMMUNITY ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1.
NAME**

The name of the corporation shall be RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Community Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Community Association as the "Bylaws".

**ARTICLE 2.
OFFICE**

The principal office and mailing address of the Community Association shall be 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Community Association shall be kept at its principal office or at such other place as may be permitted by the Act.

**ARTICLE 3.
PURPOSE**

The objects and purposes of the Community Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association recorded (or to be recorded) in the Public Records of St. Johns County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Community Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Community Association.

All of the Community Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Community Association may inure to the benefit of any individual Member or any other person. The Community Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Community Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Community Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

**ARTICLE 4.
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5.
POWERS**

The powers of the Community Association shall include and be governed by the following:

5.1 General. The Community Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Community Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Community Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of 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 (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Community Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Community Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and 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.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Community Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Community Association for such purposes. The Community Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Community Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants

in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Parcel, appoints and designates the President of the Community Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the requirements of St. Johns River Water Management District permit number 40-031-87432-4 and number 40-031-87432-1, the Army Corps of Engineers permit number SAJ-2003-1267-MRE, the Nocatee Environmental and Water Resource Area Plan, the Nocatee Stormwater Pollution Prevention Plan and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District.

(k) The Community Association shall levy and collect adequate assessments against members of the Community Association for the cost of maintenance and operation of the Stormwater Management System.

(l) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi governmental entities to provide services to or for the Community Association or the Members.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Community Association to amend the Declaration or terminate the Community Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Property of the Community Association. All funds and the title to all properties acquired by the Community Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.5 Distribution of Income; Dissolution. The Community Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Community Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Community Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

**ARTICLE 6.
MEMBERS**

6.1 Membership. The Members of the Community Association shall consist of the Developer under the Declaration (Pulte Home Corporation) and all of the record title owners of Lots, Units and Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Unit or Parcel.

6.2 Assignment. The share of a Member in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot, Unit or Parcel for which that share is held.

6.3 Classes of Members / Voting. The Community Association will have two (2) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of Units and Lots within the Riverwood by Del Webb community with the exception of the "Developer" (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Unit or Lot owned by such Member.

(ii) Class B Member. The Class B Member shall be the Developer, or a representative thereof, who shall have the sole right to vote in Community Association matters. The Class B Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after ninety percent (90%) of the Lots and Units in the Property that will ultimately be operated by the Community Association have been conveyed to Class A Members or

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(b) Voting. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

(c) Appointment / Election of Board of Directors. Until Turnover, the Class B Member shall appoint the Directors in accordance with the provisions set forth in Article 4 of the Bylaws. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Community Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Community Association. So long as the Developer provides notice in accordance with Chapter 720, Florida Statutes of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

**ARTICLE 7.
INCORPORATOR**

The name and address of the Incorporator of this Community Association is:

| | |
|--|--|
| <p><u>NAME</u></p> <p>William Genovese</p> | <p><u>ADDRESS</u></p> <p>5210 Belfort Road Suite 400 Jacksonville, Florida 32256</p> |
|--|--|

**ARTICLE 8.
TERMS OF EXISTENCE**

Existence of the Community Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Community Association shall exist in perpetuity. The Community Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Community Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Community Association, the responsibility for the operation and maintenance of the surface water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

**ARTICLE 9.
OFFICERS**

The affairs of the Community Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Community Association at its first meeting following the annual meeting of the Members of the Community Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| | | |
|---|---|---|
| <p>William Genovese</p> <p>Chet Skinner</p> <p>Shawn Budd</p> | <p>- President</p> <p>- Vice President</p> <p>- Secretary/Treasurer</p> | <p>5210 Belfort Road, Suite 400 Jacksonville, Florida 32256</p> <p>5210 Belfort Road, Suite 400 Jacksonville, Florida 32256</p> <p>5210 Belfort Road, Suite 400 Jacksonville, Florida 32256</p> |
|---|---|---|

**ARTICLE 10.
DIRECTORS**

10.1 Number and Qualification. The property, business and affairs of the Community Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Community Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements. The replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

NAME

ADDRESS

William Genovese

5210 Belfort Road
Suite 400
Jacksonville, Florida 32256

Chet Skinner

5210 Belfort Road
Suite 400
Jacksonville, Florida 32256

Shawn Budd

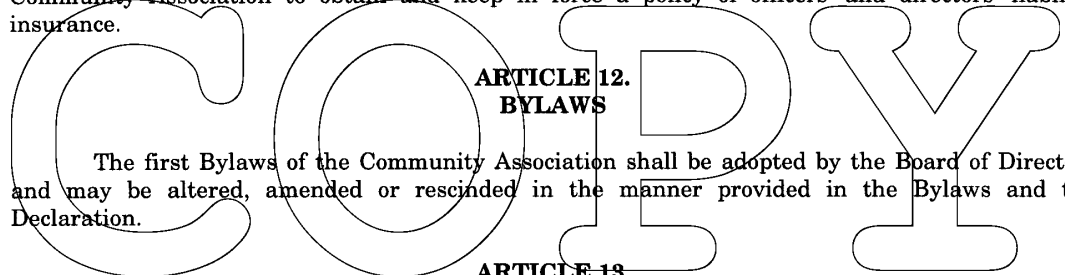
5210 Belfort Road
Suite 400
Jacksonville, Florida 32256

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of an ARB, in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Community Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Community Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a ARB of which the Director is not a member if the Director reasonably believes the ARB merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**ARTICLE 11.
INDEMNIFICATION PROVISIONS**

This Community Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing

right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Community Association to obtain and keep in force a policy of officers' and directors' liability insurance.



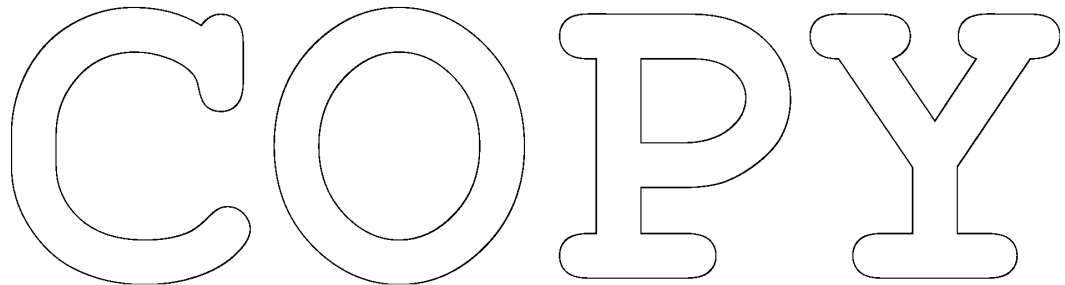
**ARTICLE 12.
BYLAWS**

The first Bylaws of the Community Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

**ARTICLE 13.
AMENDMENTS**

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Community Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

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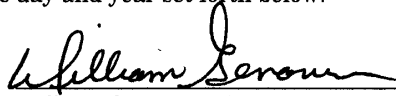


**ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The name and address of the Registered Agent of the Community Association is:

Sterling Fin. & Mgmt., Inc.
11555 Central Parkway, Suite 603
Jacksonville, Florida 32224

The Incorporator has affixed his signature the day and year set forth below.



William Genovese, Incorporator

Dated this 22nd day of June, 2007.

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

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In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the city of Jacksonville, County of Duval, State of Florida, the Community Association named in the said articles has named Sterling Fin. & Mgmt., Inc., whose address is 11555 Central Parkway, Suite 603, Jacksonville, Florida 32224, as its agent to accept service of process within Florida.

Having been named the statutory agent of said Community Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

STERLING FIN. & MGMT., INC.,

a Florida corporation

By: J. Mahley

Print Name: Gordon MUBLEY

Its: Director of Operations

DATED this 22nd day of JUNE, 2007.

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EXHIBIT C

**BYLAWS
FOR
RIVERWOOD BY DEL WEBB
COMMUNITY ASSOCIATION, INC.**

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**BYLAWS
FOR
RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC.**

**A Corporation Not for Profit
Under the Laws of the State of Florida**

**ARTICLE 1
DEFINITIONS**

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association ("Community Association").

**ARTICLE 2
BOOKS AND PAPERS**

The books, records and papers of the Community Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Community Association.

**ARTICLE 3
MEMBERSHIP**

3.1 Membership of the Community Association is as set forth in Article 6 of the Articles of Incorporation of the Community Association, (the "Articles").

3.2 The rights of membership are subject to the payment of annual and special assessments levied by the Community Association, the obligation of which assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such assessments are made as provided in the Declaration.

**ARTICLE 4
BOARD OF DIRECTORS**

4.1 Number of Directors. The affairs of the Community Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors. The number of Directors shall increase to five (5) when sixty percent (60%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed. The Board of Directors will be increased to seven (7) when ninety percent (90%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed. After the first post-turnover Board of Directors is elected, the Members may vote to increase or decrease the number of Directors on the Board of Directors by amending this Section 4.1. Until the Class B Membership has terminated, the Class B Directors need not be Members of the Community Association, provided however that any Class A Directors appointed by the Class B Member shall be Members of the Community Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and herein.

4.2 Election and Removal.

(a) Appointment of Directors Prior to Turnover. The first board of Directors shall be appointed by the Developer. When forty percent (40%) of the total number of Lots and Units within

the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one (1) Class A Member to the Board of Directors who shall be a Lot Owner or Unit Owner, and one Class B Member of the Board of Directors will resign. When sixty percent (60%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one (1) additional Class A Member to the Board of Directors who shall be a Lot Owner or Unit Owner, and one additional Class B Member to the Board of Directors for a total of five (5) Directors. When ninety percent (90%) of the total number of Lots and Units within the Riverwood Community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one additional Class A Member to the Board of Directors and one additional Class B Member to the Board of Directors for a total of seven (7) Directors. The Class B Member will retain at least a majority control of the Board of Directors until turnover.

(b) Election of Directors After Turnover.

(i) After Turnover, the Developer may no longer appoint members to the Board of Directors and seven (7) Directors will serve on the Board of Directors of the Association, unless such number is amended by the Board of Directors as set forth in Section 4.1 of the Bylaws. Three (3) members of the Board of Directors will be Owners of Lots within the Community Association. Two (2) members of the Board of Directors will be Unit Owners within the Riverwood by Del Webb Monterey Condominium Association ("Monterey Association"). Two (2) members of the Board of Directors will be Unit Owners within the Riverwood by Del Webb Carriage Home Condominium Association ("Carriage Home Association"). The Class A Members as a whole shall vote for all of Board of Directors. The Monterey Association and the Carriage Home Association are collectively referred to as the "Sub-Associations". In the event of any vacancy for any reason, the election of the replacement director must preserve the original configuration of the Board with respect to the number of directors from each Sub-Association and the Lots.

(ii) Terms. Directors of the Community Association shall be elected or appointed, as applicable, at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Bylaws. At the initial election of Board of Directors (i.e. at Turnover), three (3) Directors will be selected to serve a three (3) year term, two (2) Directors will be selected to serve a two (2) year term and two (2) Directors will be selected to serve a one (1) year term. Immediately following the initial election, the Directors will vote amongst themselves to determine which terms each Director will serve; provided however that one (1) Director from the Monterey Association, one (1) Director from the Carriage Home Association and one (1) Director who is an Owner of a Lot shall each serve a three (3) year term. If the remaining Directors cannot agree on the term lengths, names will be randomly selected. Thereafter, at each election, the newly elected or appointed Directors will serve a three (3) year term. Notwithstanding the foregoing, each Director elected or appointed, as applicable, at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting.

(iii) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in Section 4.9 of these Bylaws.

4.3 Any director (other than a director appointed by the Developer) may be removed from office at any time, with or without cause, by the affirmative majority vote of all of the Members and the remaining Board of Directors shall then fill the vacancy. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer is removed from

office, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.4 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.5 Action Taken Without a Meeting. To the extent permitted by law, the Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors

4.6 Subject to the provisions of Section 4.8 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.7 Subject to the provisions of Section 4.8 below, special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.8 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Community Association at least forty-eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notice of any meeting in which assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such assessments.

4.9 Directors shall have the absolute right to resign at any time. The remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Board of Directors of each Sub-Association shall be called as soon as possible for the purpose of appointing new directors and the resignations of the prior directors shall not be effective until such appointments are made and new directors are appointed, except that if no meeting is held or no directors are appointed after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are appointed or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer resigns, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.10 Each Director shall have one (1) vote and Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.11 The Directors of the Community Association have a fiduciary duty to the Owners of Lots governed by the Community Association.

**ARTICLE 5
OFFICERS**

5.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

5.2 The President shall preside at all meetings of the Members of the Community Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Community Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Community Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Community Association. He shall enter on the books of the Community Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Community Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

5.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

5.4 The officers of the Community Association have a fiduciary duty to the Owners of Lots governed by the Community Association.

**ARTICLE 6
MEETINGS OF MEMBERS**

6.1 The regular annual meeting of the Members shall be held in the month of October in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any four (4) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

6.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Community Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least twenty percent (20%) of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy, except that proxies shall not be used to elect members of the Board of Directors. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

6.6 Any Owner may tape record or videotape meetings of the Members, subject however to the rules established from time to time by the Board regarding such tapings.

6.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors) Robert's Rules of Order (latest edition) shall govern the conduct of Community Association meetings when not in conflict with the Declaration the Articles or these Bylaws; provided, however, that a strict or technical reading of said Robert's Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

**ARTICLE 7
AMENDMENTS**

7.1 Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

7.2 Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

**ARTICLE 8
OFFICIAL RECORDS**

In accordance with the requirement of Section 720.303(4), Florida Statutes, the Official Records of the Community Association shall consist of:

8.1 General Records.

- (a) A copy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property which the Community Association is obligated to maintain, repair or replace.
- (b) A copy of the Bylaws of the Community Association and of each amendment to the Bylaws.
- (c) A copy of the Articles of Incorporation of the Community Association and of each amendment thereto.
- (d) A copy of the Declaration of Covenants and of each amendment thereto.
- (e) A copy of the current rules of the Community Association.

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, Lot identifications. The Community Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Community Association records when consent to receive notice by electronic transmission is revoked. However, the Community Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the Community Association's insurance policies, or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Community Association is a party, including, without limitation, any management agreement, lease or other contract under which the Community Association has any obligation or responsibility. Bids received by the Community Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.

(k) All other written records of the Community Association not specifically included in the foregoing which are related to the operation of the Community Association.

8.2 Financial Records. Accounting records for the Community Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a periodic statement of the account for each Member of the Community Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(c) All tax returns, financial statements and financial reports of the Community Association.

(d) Any other records that identify, measure, record or communicate financial information.

8.3 Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Community Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

**ARTICLE 9
BOOKS AND PAPERS: FISCAL YEAR;
MINUTES: BUDGETS: FINANCIAL REPORTS**

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Community Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Community Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Community Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

9.2 The fiscal year of the Community Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

9.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

9.4 The Community Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Community Association or another person. The Community Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Community Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Community Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Community Association. The Community Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

The foregoing were adopted as the Bylaws of the Community Association at the first meeting of the Board of Directors.

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EXHIBIT D

COMMON PROPERTY DESCRIPTION

That certain real property described in the Riverwood by Del Webb - Phase 1 Plat recorded at Plat Book 60, Pages 88-120 of the public records of St. Johns County Florida, **less and except** all platted lots, Tract F1 (Condominium Area) and Tracts FD1 and FD2 (Future Development Areas) and any portion of the Riverwood property that may be conveyed to the Tolomato Community Development District.

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EXHIBIT E

NOCATEE STORMWATER POLLUTION PREVENTION PLAN

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Nocatee Environmental and Water Resource Area Plan

APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

In order to ensure water quality is maintained and encroachment into environmentally sensitive areas are prohibited, the developer and contractor shall adhere to the following Operation Plan prior to and during construction.

1. PRE-CONSTRUCTION ACTIVITIES

Prior to the start of site construction, the developer or his designee shall conduct a pre-construction conference that addresses Stormwater Pollution Prevention and Sediment and Erosion Control. The purpose of this conference is to review the site-specific details of the SWPPP and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions.

2. CONSTRUCTION ACTIVITIES

The site work contractor shall at a minimum implement the requirements outlined below and those measures shown on the Stormwater Pollution Prevention Plan (SWPPP) and the erosion and turbidity control plan. In addition, the contractor shall undertake additional measures required for compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

A. Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance
2. Install silt fences and hay bales as required
3. Clear and grub for diversion swales/dikes and sediment basin
4. Construct sedimentation basin
5. Stock pile topsoil if required
6. Stabilize denuded areas and stockpiles as soon as practicable
7. Complete grading and install permanent seeding/sod and planting
8. Remove accumulated sediment from basins
9. Flocculate lake system, if required, to meet water quality standards

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10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required

Note: Vertical construction of buildings will be taking place during all the sequence steps listed above.

B. Additional Controls

It is the contractor's responsibility to implement the erosion and turbidity controls as shown on the sediment and erosion control plan. It is also the contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The contractor will adjust the erosion and turbidity controls shown on the sediment and erosion control plan and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the contractor as required by the erosion and sediment control plan, and as required to meet the sediment and turbidity requirements imposed on the project site by regulatory agencies.

Erosion and sediment controls stabilization practices include the following:

1. **Straw bale barrier:** straw bale barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 33 percent.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
 - c. Where effectiveness is required for less than 3 months.
 - d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.
2. **Filter Fabric Barrier:** Filter fabric barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:
 - a. Where the maximum slope behind the barrier is 33 percent.
 - b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
3. **Brush Barrier with Filter Fabric:** Brush barrier may be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

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4. **Level Spreader:** A level spreader may be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader can be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.
5. **Stockpiling Material:** No excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.
6. **Exposed Area Limitation:** The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and filling operations shall not exceed 10 acres. This requirement may be waived for large projects with an erosion control plan which demonstrates that opening of additional areas will not significantly affect off-site deposit of sediments.
7. **Inlet Protection:** Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that may contribute sediment to the inlet.
8. **Temporary Seeding:** Areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grassing treatment within 30 days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.
9. **Temporary Seeding and Mulching:** Slopes steeper than 6:1 that fall within the category established in Paragraph 8 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch.
10. **Temporary Grassing:** The seeded or seeded and mulched area(s) shall be rolled and watered or hydromulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.
11. **Temporary Regrassing:** If, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.
12. **Maintenance:** All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

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APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

- 13. Permanent Seeding: All areas which have been disturbed by construction will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.
- 14. Temporary Diversion Dike: Temporary diversion dikes may be used to divert runoff through a sediment-trapping facility.
- 15. Temporary Sediment Trap: A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations: The sediment trap may be constructed either independently or in conjunction with a temporary diversion dike.
- 16. Sediment Basin: Will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time, the proposed stormwater ponds (or temporary ponds) will be constructed for use as sediment basins. These sediment basins must provide a minimum of 3,600 cubic feet of storage per acre drained until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. Any temporary sediment basins constructed must be backfilled and compacted in accordance with the specifications for structural fill. All sediment collected in permanent or temporary sediment traps must be removed upon final stabilization.

C. Site Maintenance Activities

1. Waste Disposal

a. Waste Materials

All waste materials except land clearing debris shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted at the construction site by the site superintendent, the individual who manages the day-to-day site operations, who will be responsible for seeing that these procedures are followed.

b. Hazardous Waste

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APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

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All hazardous waste materials will be disposed of in the manner specified by the Nocatee Hazardous Waste Plan, local or state regulation, and by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages day-to-day site operations, will be responsible for seeing that these practices are followed.

c. Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

d. Offsite Vehicle Tracking

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A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept daily to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

D. Spill Prevention Plan

1. Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

A. Good Housekeeping

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The following good housekeeping practices will be followed onsite during the construction project:

- ◆ An effort will be made to store only enough product required to do the job.
- ◆ All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- ◆ Products will be kept in their original containers with the original manufacturer's label.

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Nocatee Environmental and Water Resource Area Plan

APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

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- ◆ Substances will not be mixed with one another unless recommended by the manufacturer.
- ◆ Whenever possible, all of a product will be used up before disposing of the container.
- ◆ Manufacturer's recommendations for proper use and disposal will be followed.
- ◆ The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

B. Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

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- ◆ Products will be kept in original containers unless they are not resealable.
- ◆ Original labels and material safety data will be retained; they contain important product information.
- ◆ If surplus product must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

C. Product Specific Practices

The following product specific practices will be followed onsite:

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i. Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers that are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

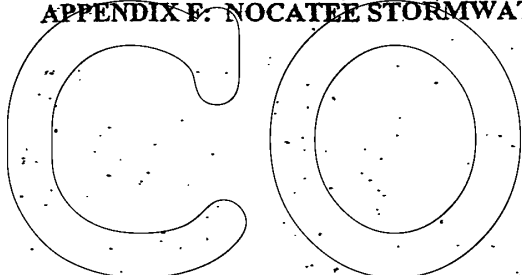
ii. Fertilizers

Nocatee



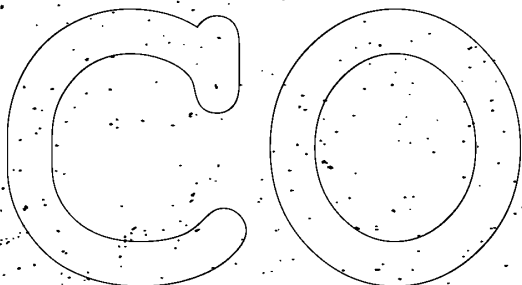
Nocatee Environmental and Water Resource Area Plan

APPENDIX E. NOCATEE STORMWATER POLLUTION PREVENTION PLAN



Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

iii. Paints

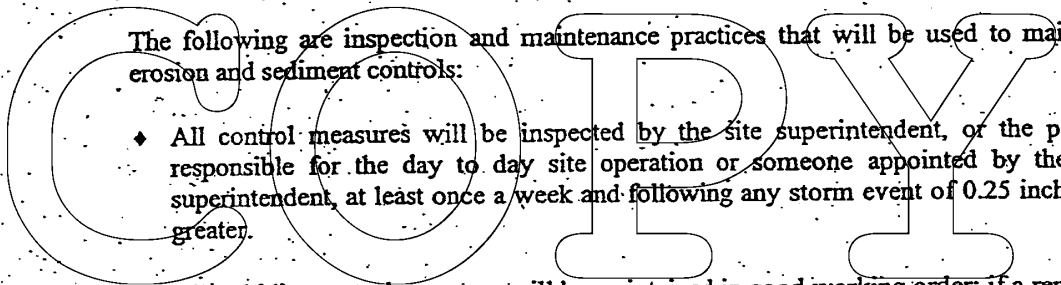


All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

The site superintendent responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

3. MAINTENANCE/INSPECTION PROCEDURES

A. Erosion and Sediment Control Inspection and Maintenance Practices



The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- ◆ All control measures will be inspected by the site superintendent, or the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- ◆ All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- ◆ Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.

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APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

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- ◆ Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- ◆ The sediment basins will be inspected for the depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- ◆ Diversion dikes/swales will be inspected and any breaches promptly repaired.
- ◆ Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- ◆ A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector will be attached to the contract. The reports will be kept on site during construction and available upon request to the owner, engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized and the notice of termination is submitted. The reports shall identify any incidents of non-compliance.
- ◆ The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- ◆ Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

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4. NON-STORMWATER DISCHARGES

It is expected that the following non-stormwater discharges will occur from the site during the construction period:

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- ◆ Water from water line flushing
- ◆ Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- ◆ Uncontaminated groundwater (from dewatering excavation).

All non-stormwater discharges will be directed to the sediment basin prior to discharge.

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1. GOLF COURSE DEVELOPMENT

At the completion of final grading, soil analysis will be conducted to determine soil fertility and other properties essential for successful seeding and germination. It is anticipated that there will be some requirements for lime, fertilizers, and perhaps other soil conditioners. Until a grass cover is established, erosion will be controlled through the use of filter fabric, mulches, and hay bales, and in some cases, sodding with Bermuda or Bahia grasses.

The irrigation system will be completely automated.

2. CULTURAL PRACTICES

Cultural practices involve all of the various procedures directed toward the maintenance of healthy turf grasses and associated landscaping. The key to healthy turf is intensive, daily care. This includes cutting with sharp blades and accurately adjusted mowers, together with a comprehensive inspection for incipient problems. Grass that is infrequently cut, cut too short, or cut by dull blades becomes weakened and susceptible to disease and weeds.

Such techniques as verti-cutting, thatching, aeration, topdressing, frequent soil testing, timely fertilization, and other positive practices help keep a high quality turf without the excessive use of toxic chemicals.

The importance of a sound irrigation system cannot be overemphasized for good turf and landscape management practices. Golf course configuration will be designed around automated controls that can be operated on the basis of on-site weather data, as well as specific requirements associated with a variety of tasks such as fertilization, overseeding, and the like. This system includes a frequent and rigid inspection and maintenance program to avoid mechanical failures, and to insure adequate coverages at calculated flow rates. The precautions should essentially eliminate flooding from "blowouts," nutrient losses by leaching, puddling, or "burn-outs" from lack of water.

3. BIOLOGICAL PRACTICES

Biologically, the first and most important Best Management Practice (BMP) is the selection of appropriate, site specific grasses, and landscaping vegetation. Turf grasses will vary by golf course areas depending on their characteristics relative to play requirements on tees, fairways, roughs, collars, fringes, and greens. Three varieties of Bermuda grass will be provided on fairways (T-419), tees (T-328), and greens (Tif-dwarf). For the most part, on-site trees and shrubs will be transplanted where there are plans to create landscaping and vegetative focal points. Elsewhere, the landscape will be selected from lists of hardy and attractive species that are beneficial to both resident and migratory wildlife.

Also, biological agents will be used, as they become available, to counteract turf and landscaping problems that would otherwise require control by chemical means. To the extent possible, this

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type of control can be achieved to some degree by nurturing the beneficial insects and microbes that normally occur under the conditions conducive to plant nematodes to keep the crickets in check. Findings from golf courses in Florida suggest that the use of these worms alone can significantly reduce the incidences of serious mole cricket infestations.

4. CHEMICALS

In spite of every effort to adhere to BMP's, each category of pests may have to be controlled by chemicals at one time or another. The rationale in the use of chemical controls is to apply minimal amounts, as necessary, to prevent the type of large-scale infestations that can only be eradicated through massive chemical treatment. In this regard, the general guidelines for pesticide usage have been summarized below:

The only pesticides used will be those having a half-life of 70 days, or less. Also, considerations will be given to their N-octanol/water partition coefficients, lethal dose coefficients, and their solubility properties. As noted above, current soil analyses will be used to determine soil-pesticide interaction ratings as issued by both the USDA and the Institute for Food and Agricultural Sciences (IFAS) at the University of Florida. In each fiscal year, listings of chemicals and application rates and schedules will be prepared and submitted to regulatory agencies upon request.

In the case of each pest, threshold tolerance levels will be recorded and updated. Naturally, this number will vary on the type of infestation, turf condition, and course location. For example, healthy turf is more likely than poor turf to withstand a moderate infestation by the white grub. Similarly, more pest damage can be accepted in fairways than on tees and greens.

The timing of pesticide applications is a critical factor in reducing the overall need for chemical use. Even though our objective will be to maintain effective control by the use of spot-treatments and good course conditioning, there will be times when the broad application of a particular pesticide is required. One such occasion, for example, might be in early summer, when dosing the entire course for mole cricket larvae could alleviate the need for frequent and stronger applications throughout the warm-weather season. Through this type of understanding, the principal goal of the chemical program is to maximize pest control while minimizing the use of toxic substances.

Qualified supervision and conscientious oversight are keys to the success of our chemical usage program. Therefore, a care will be taken when filling the position of superintendent for the golf course and grounds. This person must be well schooled in horticulture and turf sciences, and must be state licensed to handle and distribute the pesticides. Experience will be another very important consideration in this choice. The particulars concerning pesticide storage and anticipated use are described in the attached exhibit.

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APPENDIX E: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

5. RECORDS

Record keeping is ultimately the most important and a valuable component of our IPM Program. In this way, daily log entries will provide a long-term database regarding chemical development, and justification of effective pest control methodologies. Furthermore, this database will provide essential information for accounting and inventory control, water quality monitoring tasks, and for reviews by local, state and federal regulatory agencies.

6. UPGRADING

In the recent past, turf management, horticulture, and integrated pest management have become academic disciplines based upon a growing foundation of scientific inquiry. In the construction of the golf course, we intend at the outset, to benefit from all applicable information that is now available in these areas. Thereafter, over the long term, every effort will be made to continuously upgrade our own experience and implementations, and through our respective professional affiliations.

7. RECORD KEEPING

Record keeping is the ingredient tying the IPM Plan together and maximizing its efficiency. There are two aspects to record keeping:

- ◆ History of pest problems, including when and where, probable cause, treatment tried, results, and any other factor (such as weather) which may be relevant.
- ◆ Daily record of pesticides/fertilizers applied, including concentrations, methods of application, operator, reason (cyclical, preventative, problem area, etc.) weather conditions, and total quantities applied.

The forms used to record the information can be tailored to the golf course superintendent's preference; however, it should be remembered that they will be important for a number of different applications, including:

- ◆ The superintendent will use them for problem solving, scheduling and purchasing and inventory control.
- ◆ The internal and external accountants will use them for financial statement preparation and inventory control.
- ◆ The external auditor responsible for monitoring water quality will use them for determining testing parameters and analyzing test results.

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- ◆ Local, state and federal officials will use them to monitor adherence to overall governmental standards as well as compliance with specific development orders, or other permitting requirements.

8. STORAGE

- ◆ All chemicals will be stored separate from any fertilizer or fuels.
- ◆ The storage building will be self-contained to prevent contamination of the ground and ground water in the case of container failure.
- ◆ With the increasing number of golf courses, this area is experiencing many more suppliers. Therefore, it is not necessary to stock large quantities of chemicals. It is anticipated this building will be in the range of 100-150 square feet and the products will be used or returned to the supplier by the end of each season.

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EXHIBIT F

OUTLINE FOR HOMEOWNERS STORMWATER TRAINING PROGRAM

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OUTLINE FOR HOMEOWNERS STORMWATER TRAINING PROGRAM

A. Watersheds

1. What is a watershed?
2. How does your neighborhood fit into a watershed?
3. Water quality problems associated with stormwater runoff
4. The importance of estuaries

B. Stormwater Systems

1. Purpose of Stormwater Ponds
 - a. Flood Control
 - b. Pollution Control
2. Types of Stormwater Ponds
3. Wet Detention Ponds

C. Stormwater Pond Maintenance

1. Clearing Inflow/Outflow Structures
2. Maintaining Eroded area and Reducing Sediment Accumulation
3. Removal of Litter, Pet Droppings and Yard Waste from Yards and Ponds

D. Vegetation

1. Desirable Vegetation and Aquascaping
 - a. Nutrient Up-Take
 - b. Filtration of Sediments
 - c. Ornamental/Aesthetic Value
2. Undesirable Vegetation
 - a. Produces Detritus
 - b. Uses Oxygen
 - c. Results in Alga Blooms
 - d. Prevent Water Flow
 - e. Provides Habitat for Mosquitoes
 - f. Crowds Out Desirable Vegetation
3. Removal of Nuisance Vegetation