

change from time to time. In no event shall the Developer, its affiliates or any of their respective employees, agents or consultants, be liable for any damage or personal injury caused by reclaimed water.

Section 7.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 7.3 **Solid Waste Recycling.** Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 7.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, irrigation reuse water and any other utility services for service to the portions of the Property owned by such Owner.

**ARTICLE VIII**  
**USE RESTRICTIONS AND RIGHTS AND EASEMENTS**  
**RESERVED BY DEVELOPER**

Section 8.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes and for parking for such model homes during the development and sale of Lots within the Property. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 8.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 8.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 8.3 **Setbacks.** Front, rear and side building setbacks for all dwellings and related structures shall be as established by the Architectural Criteria.

Section 8.4 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property.

Section 8.5 **Measurement of Setbacks.** All setbacks shall be measured in accordance with the Planned Unit Development Ordinance applicable to the Property.

Section 8.6 **Landscaping and Irrigation.** Landscaping and irrigation shall be installed on each Lot in accordance with the requirements of the Architectural Criteria.

Section 8.7 **Motor Vehicles and Boats.** No boats, recreation vehicles (including golf carts, campers, and motor homes), mobile homes, house trailers, trailers of every description (including boat trailers) or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any such items, except within a building/garage, or otherwise screened, so as to be totally isolated and screened from public view. Street parking and parking within any Common Area is prohibited; provided that, subject to rules and regulations established by the Developer or the Association, motor vehicles may be parked within Common Areas designated as parking areas by the Developer or the Association. All Owners and their guests must park their vehicles in such Owners' driveway or garage. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Notwithstanding any provision of this Section 8.7 to the contrary, the Board of Directors shall have the authority to grant permission for the temporary parking of recreational vehicles on a case by case basis, provided that in no event shall any recreational vehicle be parked on any Lot for more than seven (7) consecutive days.

For purposes of this Section, "commercial vehicles" shall mean a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity or any vehicle, including a four wheel passenger automobile, with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. The determination of the Board as to whether or not a certain motor vehicle is a "commercial vehicle" shall be dispositive. The restrictions on the parking of commercial vehicles contained in this Section shall not apply to the temporary parking of construction vehicles for construction, repair or maintenance services to a Lot, for providing pick-up and delivery services, or any vehicles of the Developer.

Section 8.8 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 8.9 **Antenna.** The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with Architectural Criteria imposed by the Developer or the Association from time to time.

Section 8.10 **Lakes.** The Developer and the Association shall have the right to pump or otherwise remove any water from any lake within the Property for the purpose of irrigation or other use. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No boat shall be permitted to be operated on any lake except as may be permitted by the Board. No swimming is permitted in any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 8.17 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article IX of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 8.11 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Nothing shall be done or kept on the Property which increases the premium or deductible or results in the cancellation of any insurance policy held by the Association.

Section 8.12 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 8.13 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 8.14 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 8.15 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of a Residential Dwelling Unit and upon a Lot in a tasteful, respectful manner (as determined by the Board) during a period commencing on Thanksgiving and continuing through January 10 of the following year, after which such lighting and decorations shall be removed. Lighting and decorations for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for five (5) days following said holiday, after which time said lighting and decorations shall be removed. The Board may establish standards for holiday lighting and decorations, and may require the removal of any lighting that creates a nuisance.

Section 8.16 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. The Board shall have the right to adopt rules governing the ownership and maintenance of pets.

Section 8.17 **Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile (including, without limitation, lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scraps) or unsightly objects shall be allowed to be placed or allowed to remain anywhere within a Lot or Limited Common Area. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition, including, without limitation, painting, roof repair and replacement of improvements, repair and maintenance of gutters, downspouts, and exterior building surfaces, and yard and grounds clean-up and maintenance in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash or otherwise taking such actions to perform any maintenance or repair which in the opinion of the Board distracts

from the overall beauty and safety of the Property, in addition to any other rights of the Association set forth in Article IX hereof.

Section 8.18 **Fences**. Except as approved by the Developer pursuant to Article V hereof no fence, retaining wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 8.19 **Maintenance of Driveways**. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 8.20 **Compliance with Laws**. All Owners and other occupants of the Property shall at all times comply with all zoning, environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property. Without limiting the generality of the foregoing, no approval granted pursuant to the provisions of this Declaration shall excuse any Owner from complying with any and all applicable zoning or land use laws.

Section 8.21 **Platting and Additional Restrictions**. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 8.22 **Reservation of Right to Release Restrictions**. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.23 **Easements for Ingress, Egress, Utilities and Drainage**. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to construct, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 8.24 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or

to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. All Lots shall at all times be graded so as to comply with the Neighborhood Grading Plan approved by St. Johns County, Florida and all permits issued by the St. Johns River Water Management District.

Section 8.25 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.26 **Cable Television, Radio or Other Communication Lines.** The Developer reserves for itself, and its successors and assigns, a perpetual, easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.26, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

Section 8.27 **Reserved Easements.** The Developer reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of installing, enhancing, creating, preserving, maintaining or improving roadways, landscaped areas, conservation areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other Common Areas.

Section 8.28 **Mailboxes.** If the Property does not utilize a centralized mail delivery system (e.g., clustered-type mailboxes), a mailbox shall be constructed on each Lot in compliance with the applicable Architectural Criteria, and such mailbox shall constitute the sole location for the delivery of mail to the occupants of such Lot. If cluster-type mailboxes are installed by the Developer on the Property, such cluster-type mailboxes shall be owned and maintained by the Association, at the Association's sole cost and expense. The Board shall have the right to establish, modify and enforce policies and procedures for the use of such cluster-type mailboxes, which shall include, without limitation, a charge for replacement mailbox keys.

Section 8.29 **Subdivision Development Activities of Developer.** During the time that Developer shall be engaged in the construction of roadways, utilities and other infrastructure within the Property, Developer reserves the right to enter upon each Lot for the purpose of clearing trees and vegetation, and the excavation and filling of areas (including permitted jurisdictional wetlands) that in the judgment of the Developer need to be cleared and filled for the installation of utilities, proper grading of right-of-way areas, or for aesthetic reasons. All areas to be disturbed on any Lot

shall be filled with suitable fill material to an elevation equal to or higher than the existing grade. All work performed by the Developer or its contractors on all Lots pursuant to this Section 8.29 shall be performed in accordance with all applicable construction and environmental permits. The Developer shall indemnify, defend and hold harmless each Owner from and against any and all claims, liability or damages arising in connection with any clearing or filling activities conducted by the Developer on each such Owner's lot.

Section 8.30 **Sidewalks**. Any Owner of a Lot developing a Residential Dwelling Unit on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by St. Johns County, Florida. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

Section 8.31 **Hazardous Materials**. No Owner shall cause or permit any "Hazardous Substances" (as defined below) to be generated, placed, held, stored, used, located or disposed of on the Property, except for Hazardous Substances commonly and legally used for household cleaning purposes and subject to compliance with all applicable laws, statutes, codes, ordinances and rules and regulations. "Hazardous Substances" shall mean any hazardous wastes and toxic substances, including, without limitation, those regulated under the Resource Conservation and Recovery Act of 1976, as amended in 1984; (42 U.S.C. Sec. 6901 et seq.); the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended in 1986; (42 U.S.C. Sec. 9601 et seq.); the Federal Toxic Substances Control Act; (15 U.S.C. Sec. 2601 et seq.); the Clean Air Act; (42 U.S.C. Sec. 7401 et seq.); the Pollutant Spill Prevention and Control Act; (F.S. Chapter 376 et seq.); and any other state, federal or local statutes or ordinances pertaining to environmental contamination, together with all rules, regulations, orders and the like, applicable to the same.

Section 8.32 **Trash**. No rubbish, trash, garbage or other waste material shall be kept or stored on any Lot, except for in trash receptacles which shall not be visible from any portion of the Common Area or any other Lot. Except as may be permitted by the Board, trash receptacles shall be placed curbside no earlier than 5:00 P.M. of the day prior to pick-up by garbage and trash removal services, and shall be removed from curbside no later than 10:00 P.M. of the day of pick-up. Developer reserves the right, but is not obligated, to impose (and modify from time-to-time) and enforce rules and regulations relating to trash receptacles and the trash collection procedures for the Property. This Section shall not apply to construction sites; provided that construction sites shall be kept in a neat and orderly condition.

Section 8.33 **Clothing Lines**. No clothing lines, clothing or any other items shall be hung, dried or aired in a manner which is visible from any portion of the Common Area or any other Lot.

Section 8.34 **Firearms**. The discharge of firearms within the Property is prohibited. No firearms are allowed within the Common Area unless the firearm is carried by a certified law enforcement officer. The term "firearms" includes "BB" guns, "airsoft" guns, and any other guns (toy or otherwise) which shoot a projectile, regardless of size. Notwithstanding anything in this Declaration, the Articles or the Bylaws to the contrary, the Association shall not be obligated to take any action to enforce this Section.

Section 8.35 **Intersections**. All Lots located at street intersections shall be landscaped and maintained so as to permit safe sight across street corners. No fence, wall, hedge or shrub shall be placed, planted or permitted to remain where it would create traffic or sight problems.

Section 8.36 **Leasing**. For purposes of this Declaration, "leasing" is the exclusive occupancy of a Residential Dwelling Unit by any person other than the Owner, for which the Owner receives any consideration or benefit. All leases for Residential Dwelling Units shall (i) be in writing; (ii) have a term of at least twelve (12) months; (iii) lease the Residential Dwelling Unit in its entirety (e.g. separate rooms within the same Residential Dwelling Unit may not be separately leased); and (iv) include a provision by which the lessee agrees to be bound by the terms and conditions of this Declaration and any rules and regulations of the Association. Any Owner leasing its Residential Dwelling Unit shall remain responsible for the terms and conditions of this Declaration and any rules and regulations of the Association.

Section 8.37 **Pools**. No above-ground pools shall be erected, constructed or installed on any Lot; provided that above-ground Jacuzzis or spas are permitted (subject to approval in accordance with Article V above).

Section 8.38 **Air Conditioning Units**. No window air conditioning units may be installed on any Lot. All air conditioning units shall be screened from view from the Common Area and other Lots.

Section 8.39 **On-Site Fuel Storage**. No on-site storage of gasoline, fuels or other flammable or explosive matters shall be permitted on any Lot, except that up to five (5) gallons of gasoline may be stored on a Lot for emergency purposes and operation of lawn equipment.

Section 8.40 **Play Equipment**. Except as may be permitted by the Board, all bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so that such items are not visible from any portion of the Common Area or any other Lot.

Section 8.41 **Window Coverings**. All windows on any Residential Dwelling Unit which are visible from any Common Area or other Lots shall have window coverings which have a white or off-white backing or blend-in with the exterior color of the Residential Dwelling Unit. Reflective window coverings are prohibited. Temporary storm shutters are permitted but shall not be installed more than forty-eight (48) hours before hurricane or tornado warnings are issued by the local emergency management agency. The temporary storm shutters shall be removed either: (i) three (3) days after the hurricane warnings issued by the local emergency management agency are lifted; or (ii) if damage to a Residential Dwelling Unit has occurred, the latter of (a) fifteen (15) days after a hurricane affects the Property, or (b) immediately after repairs have been completed on the Residential Dwelling Unit.

Section 8.42 **No Solicitation**. No solicitation shall be allowed at any time within the Property, except by the Developer or its successors, assigns or designees during the marketing or the sale of Lots or houses.

Section 8.43 **Guests, Tenants and Invitees.** Each Owner shall be responsible for the actions of family members, guests, employees, agents, tenants or other invitees, and shall ensure that such individuals comply with this Declaration, the Articles, the Bylaws and the rules and regulations of the Association. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness or by that of any family members, guests, employees, agents, tenants or other invitees.

Section 8.44 **Conservation Areas.** As used in this Section, the term “conservation areas” means any land within the Property (or annexed into the Property as provided in this paragraph) designated or identified, at any time and from time-to-time, on a plat, by any permit or approval issued by any applicable governmental authority, or by Developer, in Developer’s sole and absolute determination, as a conservation area, buffer area, or upland or wetland preservation, enhancement or creation area. Developer may, at any time and from time-to-time, evidence the designation of any land as part of the conservation areas under this Section and/or annex any land which is contiguous to the Property then subject to this Declaration (for purposes of this Section 8.44, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous) into the Property subject to this Declaration and into the conservation areas under this Section by the recording in the public records of St. Johns County, Florida of a Supplementary Declaration executed by the Developer (without the consent and joinder of the Association or any other Owner). Each Owner and the Association acknowledge and agree that the conservation areas may provide mitigation or otherwise be a condition or requirement for the development of the Property and/or any other lands outside of the Property.

Subject to all applicable laws, permits, approvals, and recorded conservation easements, at any time and from time to time, Developer shall have the right to specifically define, amend, revise or modify (including, without limitation, removing land from the conservation areas and making any other uses of such land) the boundaries of the conservation areas or any portion thereof, and Developer’s determination of the boundary and the extent of any conservation areas shall be dispositive for all purposes. At any time and from time-to-time, Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and the extent of any conservation areas.

Developer hereby reserves for itself, and its agents, employees, contractors, successors, assigns and designees, a perpetual easement, in, on, over, under and through the conservation areas for the purposes of ingress and egress and to perform any work, installations, maintenance, replacements, monitoring or other activities required under any current or future permits or approvals affecting the conservation areas.

The Association shall cooperate with Developer as to Developer’s permitting of the Property or any other lands so as to allow the inclusion of the conservation areas or any portion thereof selected by Developer in Developer’s permits, including, without limitation, executing and promptly delivering to Developer (no later than five (5) days after request therefor) any permit applications, consents, conservation easements or other documents as may be required by Developer. The Association shall be deemed to have assumed any assignment of any or all rights and/or obligations (including, without limitation, the obligation to perform any creation, enhancement, preservation, monitoring or maintenance work and/or the obligation to be the

operation and maintenance entity under any permit or approval) under any current or future permits or approvals affecting the conservation areas which are assigned by Developer to the Association. Without limitation of the automatic nature of such assignment and assumption, within ten (10) days of request from the Developer to the Association, the Association shall execute and deliver to Developer any instruments as may be required by the Developer or any governmental authority to confirm such assignment and assumption.

Upon the recordation of any deed or deeds conveying the conservation areas or any portion thereof to the Association, with or without the consent or joinder of the Association and regardless of whether or not such conservation areas have been designated as Common Area hereunder, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds, subject to all covenants, easements, restrictions and other matters of record.

Notwithstanding anything in the Declaration to the contrary, (i) the rights of Developer under this Section 8.44 are personally held by the named Developer set forth in the first paragraph of this Declaration and may only be assigned by a recorded assignment executed by such named Developer (or any specific assignee of such named Developer as described in this paragraph) which specifically references the assignment of this Section 8.44, (ii) the terms and provisions of this Section 8.44 shall not be amended or terminated without the consent and joinder of such named Developer (or any specific assignee of such named Developer as described in this paragraph) and any attempt to do so shall be void *ab initio*, and (iii) the terms and provisions of this Section 8.44 shall control over any inconsistent terms and provisions otherwise set forth in this Declaration.

Section 8.45 **Flags and Flagpoles.** Any Owner may erect a freestanding flagpole no more than twenty (20) feet high on any portion of the Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, applicable county or municipal ordinances. Furthermore, and notwithstanding any provision in this Declaration to the contrary, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and one-half feet (4.5) by six (6) feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.

Section 8.46 **Garage Sale, Yard Sale, Estate Sale.** In no event may any Owner conduct a garage sale, yard sale, estate sale or similar sale on any portion of the Property, unless such sale is sponsored and approved in advance by the Association.

Section 8.47 **Unobstructed Maintenance Easement.** Developer hereby reserves for itself, and its agents, employees, contractors, successors, assigns and designees, a perpetual, unobstructed easement, in, on, over, under and through the 20' Unobstructed Maintenance Easement located on Lots 22 and 23 of the Property, as shown on the plat of Twenty Mile at Nocatee Phase 5A recorded in Map Book 90, pages 60 - 70 of the public records of St. Johns County, Florida (the "Plat") for access to and from Tract "K" as shown on the Plat and other unplatted lands north of the boundary of the Plat to perform any work, installations, maintenance, replacements, monitoring or other activities required under any current or future permits or

approvals affecting such areas (including, without limitation, wetland creation and the monitoring and maintenance of preservation lands). The owners and occupants of Lots 22 and 23 from time-to-time shall not construct or install any fencing, trees, plants, landscaping or any other improvements which may prohibit or impede access through such 20' Unobstructed Maintenance Easement. The 20' Unobstructed Maintenance Easement area on each Lot should be consider part of the Lot and irrigated, sodded and maintained accordingly.

Section 8.48 **Cost Sharing Agreement.** Developer and the Association have or may enter into an Agreement for Easements, Maintenance and Cost Sharing with the Twenty Mile North Homeowners Association, Inc. (the "Twenty Mile North HOA"), the homeowners association with jurisdiction to administer the Declaration of Covenants for the residential subdivision which may be developed east of the Property, which provides for the terms, conditions and easements for the Twenty Mile North HOA's maintenance, repair and replacement of the landscaping, signage, hardscaping, lighting, sidewalks, paths, irrigation, and all other improvements along a certain shared access road and within a certain shared park (both of which to be described in such Agreement for Easements, Maintenance and Cost Sharing). Upon and subject to the terms of such Agreement for Easements, Maintenance and Cost Sharing if and when recorded in the public records of St. Johns County, Florida, the Association shall reimburse the Twenty Mile North HOA (subject to reimbursement through the assessments levied under this Declaration) for the Association's proportionate share of the Twenty Mile North HOA's actual maintenance, repair and replacement costs. The Owners and the Association acknowledge and agree that additional homeowners associations and subdivisions may be added as parties to the Agreement for Easements, Maintenance and Cost Sharing which may cause the Association's proportionate share of costs to change and additional users to use the access road and park. In the event of any conflict between the terms of this Section 8.48 and the Agreement for Easements, Maintenance and Cost Sharing as recorded in the public records of St. Johns County, Florida, the Agreement for Easements, Maintenance and Cost Sharing as recorded in the public records of St. Johns County, Florida shall control. The Owners acknowledge and agree that this Section 8.48 does not create any easements or use rights as to any access roads or parks.

**ARTICLE IX**  
**EXTERIOR MAINTENANCE ASSESSMENT**

Section 9.1 **Exterior Maintenance.** Each Owner shall be responsible for maintaining his/her Residential Dwelling Unit, Lot and any improvements located thereon (including, without limitation, landscaping and hardscaping) in accordance with this Declaration and any rules and regulations of the Association. If any Owner fails to maintain his/her Residential Dwelling Unit, Lot and any improvements located thereon in accordance with this Declaration and any rules and regulations of the Association, then the Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors. Each affected Owner shall have twenty (20) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.