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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

TWENTY MILE CENTRAL

THIS DOCUMENT PREPARED BY:

Spencer N. Cummings, Esq.
Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
TWENTY MILE CENTRAL

THIS DECLARATION is made this 23rd day of September, 2015, by **HYDRY COMPANY, LLC**, a Delaware limited liability company (the "Developer"), which declares that the real property owned by the Developer, which is described on Exhibit A attached hereto and made a part hereof, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property, as such term is defined by Section 2.8 hereof, and shall be binding upon the Developer, the Association and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 **Mutuality**. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. Twenty Mile Central Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") attached hereto as Exhibit B, and Bylaws (the "Bylaws"), attached hereto as Exhibit C, of the Association make reference.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has designated for the common use of the Owners by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof.

Section 2.4 **Developer**. HyDry Company, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to HyDry Company, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon HyDry Company, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from HyDry Company, LLC and develop and resell the same.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exists from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area owned in fee simple by the Association.

Section 2.7 **Owner**. The record owner or owners of any Lot.

Section 2.8 **Property or Twenty Mile Central.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.9 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot and intended for use as a residential dwelling.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 4OC-4, 4OC-40, or 4OC-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants**. Each Owner of any improvements constructed on any Lot, by becoming an Owner, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands**. Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VI of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn. Notwithstanding anything to the contrary contained herein, Developer may elect to convey all or a portion of the Property to the Tolomato Community Development District (the "CDD") and, at Developer's option, Developer may withdraw such portions of the Property to be conveyed to the CDD from this Declaration and from any Common Area designation under this Declaration. Such withdrawal of land from this Declaration shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference the land to be withdrawn.

ARTICLE IV
COMMON AREA RIGHTS

Section 4.1 **Conveyance of Common Area**. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lot, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment**. Each Owner shall have a nonexclusive, perpetual right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The right of the Association to charge reasonable admission charges for the use of specific portions of the Common Area by Owners and other parties;

(e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area**. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 4.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Developer shall own any portion of the Property, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 4.4 **Maintenance of Common Area and Compliance with Applicable Permits**. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. In addition, the Association may maintain certain landscaping located within or adjacent to the right of way of certain off-site roadways. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the

Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 4.5 **Easement for Maintenance, Access and Drainage Purposes**. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the SJRWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without prior written approval of the SJRWMD. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V
ARCHITECTURAL CONTROL

Section 5.1 **Architectural Review and Approval**. No landscaping, improvement or structure of any kind, including without limitation, any building, house, fence, wall, pool, spa, ornamental statute, flag pole, play structure, satellite dish, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with Architectural Criteria, as such term is hereafter defined, which may be

imposed from time to time by the Developer. All plans and specifications submitted for review shall be evaluated for total effect and may be disapproved by the Developer solely for aesthetic reasons, in the Developer's sole and absolute discretion. No approval of plans and specifications for improvements constructed upon any Lot shall be construed to establish precedent or otherwise obligate the Developer to approve applications involving similar designs proposed for other Lots. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within ten (10) business days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 5.2 **Review Procedures**. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article V:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of the Property (the "Architectural Criteria"). The Owners acknowledge that different portions of the Property may have different architectural themes, and that the Developer may promulgate and implement different sets of Architectural Criteria for different portions of the Property. Notice of any amendment to the Architectural Criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Architectural Criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Architectural Criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article V. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable Architectural Criteria.

(c) To approve or disapprove in accordance with the provisions of this Article V, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article V.

(f) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article V.

Section 5.3 **Variance**. The Developer, in its sole and absolute discretion, may (but shall not be obligated to) authorize variances from compliance with any architectural provisions of this Declaration or applicable Architectural Criteria when deemed appropriate by Developer, such as, without limitation, topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable Architectural Criteria covered by the variance, nor shall it affect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 5.4 **Assignment**. The Developer reserves the right to assign its reserved rights under this Article V, in whole or in part, to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article V with respect to the rights assigned. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise all rights of architectural control that are assigned by the Developer to the Association and authorized by this Article V.

Section 5.5 **Limited Liability**. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this Article V, the Developer, the ARB and the Association shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB or the Association.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments**. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore,

whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 6.2 **Purpose of Assessments**.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area (and to any other lands and improvements maintained by the Association), to fund the obligations of the Association set forth in Section 4.4, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures, and drainage easements. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, without limitation, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management structures and improvements. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

(b) The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 6.3 hereof.

Section 6.3 **Calculation and Collection of Assessments**. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, $300.00 per Assessment Equivalent. From and after December 31, 2015, such amount may be decreased, or increased by an amount not to exceed ten percent (10%) of the prior annual

assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than three-fifths of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 6.3. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 6.8 below) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors pursuant to this Declaration shall be allocated among the Owners on the basis of one (1) Assessment Equivalent per Lot, provided however, if any Lots shall be combined, the Owner of such Lots shall pay annual and special assessments on the basis of one (1) Assessment Equivalent for each Residential Dwelling Unit located on such combined Lots.

(c) The assessment obligations of each Owner other than the Developer shall commence upon issuance of a Certificate of Occupancy for a completed residence located on such Lot to such Owner. Annual assessments shall be collectable in advance on a periodic basis as established by the Board of Directors from time to time. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 6.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association**. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of such delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

Section 6.5 **Subordination of Lien to Mortgages**. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected

by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot shall be added to the total budget for Common Expenses and shall be paid by all Owners including the mortgagee on a pro rata basis. Without limitation of an Owner's obligation to pay assessments and other sums due under this Declaration, if a third party, excluding the Developer, the Association, or a first mortgagee, obtains title to a Lot pursuant to a foreclosure sale or otherwise, such third party shall be obligated to pay the Association for all unpaid assessments, fines, interest, late fees, collection and other costs, and attorneys' fees and costs that accrued as of the date of such conveyance. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 6.6 **Developer's Assessments**. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board pursuant to this Declaration (the "Operating Deficits"). The Developer shall be obligated to fund such Operating Deficits only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until the first to occur of (i) the date that the Developer shall no longer have the right to appoint a majority of the Board; or (ii) the date that the Developer shall notify the Association that it will no longer pay for Operating Deficits of the Association. Upon termination of the Developer's agreement to pay Operating Deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for Operating Deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 6.7 **Capitalization of the Association**. In addition to the other assessments to be paid pursuant to the provisions of this Article VI, upon each and every conveyance to any party (the "Buying Party", specifically excluding a builder acquiring a Lot from the Developer to build a home thereon) of any Lot upon which a Residential Dwelling Unit has been completed, the Buying Party shall contribute to the capital of the Association in an amount equal to one-sixth (1/6) of the annual per Lot assessment levied by the Association pursuant to Section 6.2 above, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of applicable Lot and shall be disbursed to the Association.

Section 6.8 **Area Assessments**. The Board of Directors may establish and levy annual and/or special assessments to fund specific services authorized by the Board from time to time which shall benefit only specific portions of the Property (the "Area Assessments"). The Area

Assessments shall be levied against only those portions of the Property that receive the benefit of such services and shall be allocated among only the Owners of those Lots located within such portions of the Property, based upon the allocations established by Section 6.3 above. The boundaries of the portions of the Property that are deemed to receive the benefit of the Area Assessments authorized by this Section 6.8 shall be determined by the Board in its sole discretion.

ARTICLE VII
UTILITY PROVISIONS

Section 7.1 **Water System**. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by such Owners. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Developer.

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, 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 **Easements for Maintenance Purposes**. 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 preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds,

hammocks, wildlife preserves or other Common Areas, the maintenance of which may be required to be performed by the Developer or the Association.

Section 8.28 **Mailboxes**. If the Property does not utilize a centralize 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. 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**. A lease for a Residential Dwelling Unit shall (i) be in writing and signed by the Owner and the tenant; (ii) have a term of at least twelve (12) months; (iii) lease the entire Residential Dwelling Unit (e.g., individual rooms within a Residential Dwelling Unit shall not be separately leased); and (iv) include a provision obligating the tenant to comply with the terms and conditions of this Declaration, the Articles, the Bylaws, and any rules and regulations of the Association, all as may be amended from time-to-time. Notwithstanding the foregoing, as provided in Section 8.43 below, each Owner shall be responsible for the actions of his/her tenants, guests and invitees.

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 screed 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.

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.

Section 9.2 **Assessments of Costs**. The cost of any maintenance undertaken by the Association under the provisions of Section 9.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI hereof. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys' fees, and costs of collection, as provided for in Article VI, and shall be subordinate to mortgage liens to the extent provided by Article VI.

Section 9.3 **Access**. For the purpose of performing the maintenance authorized by this Article IX, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 9.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE X
NOTICE OF PERMIT REQUIREMENTS

Section 10.1 **Jurisdictional Areas and Permits**. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBER IND-109-87432-161, AS MAY BE AMENDED (THE "PERMIT"). THE PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT. THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THE COVENANTS AND RESTRICTIONS WHICH RELATE TO THE MAINTENANCE, OPERATION AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD, AS APPLICABLE.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 **Developer's Reserved Rights re: Easements**. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.1, shall be dispositive for all purposes; provided nothing contained in this Section 11.1 shall authorize the Developer to take any action that would have a material and adverse affect on any improved portion of the Property.

Section 11.2 **Remedies for Violations**. If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions set forth herein or any other rules and regulations of the Association, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and 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 Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys' fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

Additionally, the Association shall be authorized to levy fines against Owners for violations of the terms and conditions of this Declaration, the Articles, and the Bylaws, and any and all rules and regulations of the Association. No fine may exceed $100.00 for any single violation, except that a fine may be levied on the basis of each day of a continuing violation. In such event, the fine shall not exceed $1,000.00 in the aggregate. A fine of $1,000.00 shall constitute a lien against an Owner's Lot. No fine may be levied except after giving at least fourteen (14) days' written notice and opportunity for a hearing before a committee comprised of at least three (3) Owners appointed by the Board, as provided in Section 720.305(2)(b), Florida Statutes.

Section 11.3 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 11.4 **Additional Restrictions**. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 11.5 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 11.6 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 11.7 **Enforcement by SJRWMD**. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provision contained in this Declaration that relate to the maintenance, operation, and repair of the surface water or stormwater management system.

Section 11.8 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 11.9 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 11.10 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 11.11 **Recreational Facilities**. All playgrounds and other recreational facilities furnished by the Developer or the Association shall be used at the risk of the user, and neither the Developer nor the Association shall be liable to any person for any claim, damage or injury occurring thereon or related thereto. Each Owner hereby releases and agrees to indemnify, defend and hold the Developer, the Association, and their respective members, partners, shareholders, directors, officers, employees and agents harmless with respect to any claims, demands, losses, costs, fees, expenses and causes of action related to, or in any way pertaining to, use of any recreational facilities furnished by the Developer or the Association (including, without limitation, anything alleged to relate to any alleged sole or comparative negligence by the Developer or the Association).

Section 11.12 **Disclaimers as to Water Bodies**. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE

DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 11.13 **Disclaimer of Liability of Association.** NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

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

(B) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ANY LOCAL GOVERNMENT, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

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

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

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

[***Signature on Following Page***]

IN WITNESS WHEREOF, the Developer and the Association have caused this instrument to be executed under seal this 23rd day of September, 2015.

Signed, sealed and delivered
in the presence of:

Jill Wharton
Jill Wharton
(Print Name)

Rachel Ackerman
Rachel Ackerman
(Print Name)

HYDRY COMPANY, LLC,
a Delaware limited liability company

By: _____
Jed V. Davis, its Vice President

STATE OF FLORIDA }
}SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 24 day of September, 2015, by Jed V. Davis, as Vice President of **HYDRY COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.

Tina E Miller
Print: Tina E Miller
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

_____

TINA E MILLER
Commission # FF 016700
Expires May 9, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation

By: _____
Name: Gregory J. Barbour
Its: President

STATE OF FLORIDA }
}SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 24 day of September, 2015, by Gregory J. Barbour, as President of **TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, on behalf of the corporation.

_____
Print: Tina E Miller
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known ✓
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

_____

TINA E MILLER
Commission # FF 016700
Expires May 9, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All land shown on the plat of Twenty Mile at Nocatee Phase 2A, recorded in Map Book 77, pages 12 through 26, of the public records of St. Johns County, Florida.

EXHIBIT B

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION
OF
TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)

I. NAME AND DEFINITIONS.

The name of this corporation shall be Twenty Mile Central Homeowners Association, Inc. (the "Association"). All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions for Twenty Mile Central to be recorded in the public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the Association's principal office and its mailing address shall be 4314 Pablo Oaks Court, Jacksonville, Florida 32224, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

B. To own, maintain, repair and replace the Common Area, including without limitation the structures, landscaping and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with all permits issued by the St. Johns River Water Management District and the United States Army Corps of Engineers, and all laws and regulations pertaining thereto, and to assist in the enforcement of the Declaration which relate to the Surface Water or Stormwater Management System.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. **GENERAL POWERS.**

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to

secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. MEMBERS.

The members ("Members") shall consist of the Developer, each Sub-association, and each Owner who is not a member of a Sub-association.

VI. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. The Members, other than the Developer, who are Owners shall have one (1) vote for each Lot owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

2. The Developer shall have the number of votes equal to the number of votes allocated to the Members other than the Developer, plus one (1) vote. The Developer shall have such voting rights until the first to occur of: (i) three (3) months after ninety percent (90%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration) have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, or (ii) such earlier date as the Developer may elect to terminate such voting rights by notice to the Association. Thereafter, the Developer shall have one (1) vote for each Lot owned by the Developer.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable portions of the Property shall be exercised as they among themselves shall determine. The votes allocated to any Subassociation or Owner pursuant to these Articles, cannot be divided for any issue and must be voted as a whole, except where otherwise required by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent

in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. **BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until such time that the Members other than the Developer become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes, as the same may be amended from time to time, the Developer shall have the right to appoint all of the Directors; provided, however, the Members other than the Developer shall become entitled to elect one (1) Director at the annual meeting of the Association following the date that fifty percent (50%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration) have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale. The Developer shall be entitled to elect at least one (1) Director for so long as the Developer holds for sale in the ordinary course of business, at least five percent (5%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration). To the fullest extent permitted by law, Developer's determination of phasing and the number of Lot to be developed on the Property (as may be expanded) shall be controlling for all purposes of these Articles.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Directors shall be established at one (1) year. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Gregory J. Barbour
4314 Pablo Oaks Court
Jacksonville, Florida 32224

Richard H. O'Steen
4314 Pablo Oaks Court
Jacksonville, Florida 32224

John Michael White, Jr.
4314 Pablo Oaks Court
Jacksonville, Florida 32224

VIII. **OFFICERS.**

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Gregory J. Barbour
Vice President	John Michael White, Jr.
Treasurer/Secretary	Richard H. O'Steen

IX. **CORPORATE EXISTENCE.**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. **BYLAWS.**

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. **AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. **INCORPORATOR.**

The name and address of the Incorporator is as follows:

Gregory J. Barbour
4314 Pablo Oaks Court
Jacksonville, Florida 32224

XIII. **INDEMNIFICATION OF OFFICERS AND DIRECTORS.**

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability

or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for

this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In the event of termination, dissolution, merger, or final liquidation of the 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 that would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution, merger, or liquidation. Further, such termination, dissolution, merger, or liquidation shall require the approval of the Army Corps of Engineers.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Developer shall own any portion of the Property, any such merger or consolidation shall require the Developer's prior approval.

[Signature on Following Page]

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 9 day of June, 2015.

Signed, sealed and delivered
in the presence of:

Rachel Ackerman
Rachel Ackerman
(Print Name)
Arden Tomczak
ARDEN TOMCZAK
(Print Name)

Gregory J. Barbour
Incorporator

STATE OF FLORIDA }
}SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 9 day of June, 2015, by Gregory J. Barbour, the Incorporator of **TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC.**, a not-for-profit corporation, on behalf of the corporation.

Tina E Miller
(Print Name) Tina E Miller
NOTARY PUBLIC
State of Florida at Large
Commission #:
My Commission Expires:
Personally Known √
or Produced I.D.
[check one of the above]
Type of Identification Produced

TINA E MILLER
Commission # FF 016700
Expires May 9, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 4314 PABLO OAKS COURT, JACKSONVILLE, FLORIDA 32224, HAS NAMED GREGORY J. BARBOUR, WHOSE ADDRESS IS 4314 PABLO OAKS COURT, JACKSONVILLE, FLORIDA 32224, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC.

By: _____
Gregory J. Barbour
Incorporator

Dated: JUNE 9, 2015

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

_____
Gregory J. Barbour
Registered Agent

Dated: JUNE 9, 2014

EXHIBIT C

BYLAWS

BYLAWS
OF
TWENTY MILE CENTRAL HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for Twenty Mile Central ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of Twenty Mile Central Homeowners Association, Inc., shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of Twenty Mile Central Homeowners Association, Inc. ("Association") shall be at 4314 Pablo Oaks Court, Jacksonville, Florida 32224, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director elected or appointed to fill a vacancy shall be elected or appointed for the