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Hunter S. Conrad,Clerk of the Circuit Court St. Johns County FL Recording $469.00

AMENDED, RESTATED, & CONSOLIDATED DECLARATION OF CONVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILLOWCOVE

This Amended, Restated, & Consolidated Declaration of Covenants, Conditions, and Restrictions for Willowcove ("Declaration") is made this 31 day of July, 2017 by Willowcove Master Association, Inc., a Florida not-for-profit corporation.

RECITALS

WHEREAS, the Declarant, Centex Homes, a Nevada general partnership and Centex/Lennar NFL Town Center South, LLC, a Delaware limited liability company, as the original owners of the property subject to this Declaration, initially developed the community known as Willowcove which is comprised of single family homes and townhomes. Owners of the single-family homes were mandatory members of Willowcove Homeowners Association, Inc. and owners of the townhomes were mandatory members of Willowcove Park Homeowners Association, Inc. Members of Willowcove Homeowners Association, Inc. and members of Willowcove Park Homeowners Association, Inc. were mandatory members of Willowcove Master Association, Inc.; and

WHEREAS, the members of Willowcove Homeowners Association, Inc. and Willowcove Park Homeowners Association, Inc. recognized that the initial structure of the development resulted in duplicative responsibilities and operational costs that could be avoided through restructuring; and

WHEREAS, in an effort to reduce and consolidate operational expenses, Willowcove Master Association, Inc. and Willowcove Homeowners Association, Inc. executed a plan of merger on April, 4, 2017, in which Willowcove Master Association was the surviving corporation; and

WHEREAS, as part of the restructuring of the development, the members of Willowcove Park Homeowners Association, Inc. and Willowcove Homeowners Association, Inc. desire to separate their respective obligations but preserve all easements for use of Master Common Area (as defined in the original Master Declaration of Covenants, Conditions and Restrictions for Willowcove). To effectuate the restructuring, the Declaration is being amended, restated, and consolidated to remove the obligation of owners of property within Willowcove Park Homeowners Association, Inc. to be mandatory members of Willowcove Master Association, Inc. Only members of the former Willowcove Homeowners Association, Inc. will remain members of Willowcove Master Association, Inc.; and

WHEREAS, at least two-thirds of the Members of Willowcove Master Association, Inc. have approved this Amended, Restated, & Consolidated Declaration of Covenants, Conditions, and Restrictions for Willowcove by written consent.

NOW, THEREFORE, in light of the foregoing, and to simplify and consolidate the Association's and Members' rights and obligations, the Master Declaration of Covenants,

Conditions and Restrictions for Willowcove, recorded at St. Johns County Public Records Book 2950, Page 1775, et seq., and all amendments thereto, and Declaration of Covenants, Conditions and Restrictions for Willowcove (Single Family Homes), recorded at St. Johns County Public Records Book 2950, Page 1886, et seq., and all amendments thereto, are hereby amended, restated, and consolidated as follows:

ARTICLE I
PROPERTY BOUND

1.1 Binding Effect. This Declaration governs the property described in **Exhibit "A"** and any other property submitted to this Declaration in the future. This Declaration shall run with the title to such property and shall bind everyone having any right, title, or interest in any portion of such property, their heirs, successors, successors-in-title, and assigns. Declarant, Declarant's Affiliates, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, may enforce this Declaration. Each Owner shall automatically be a Member of the Association. This Declaration is intended to have perpetual duration, but shall be effective for a minimum of 30 years from the date it is recorded, subject to the right of Declarant and the Members to amend it as provided herein. After the initial 30-year period, it shall automatically be extended for successive 10-year periods in perpetuity unless, within the 12-month period preceding any extension, an instrument signed by the then Owners of at least 75% of the Lots agreeing to terminate this Declaration is recorded. If any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Declaration is recorded. This section does not authorize termination of any easement created in this Declaration without the consent of the holder of such easement.

1.2 Prohibition on Creation of Covenants & Restrictions. No Person shall record any additional covenants, conditions, or restrictions affecting any portion of the Community without Declarant's written consent, during the Development and Sale Period, or without the Board's written consent thereafter. Any instrument recorded without the necessary consent is void and of no force or effect. The foregoing shall not preclude Owners from mortgaging their property.

1.3 Severability. If there are conflicts between Florida law, this Declaration, the Articles, and the Bylaws, Florida law, this Declaration, the Articles, and the Bylaws (in that order) shall prevail; provided, however, that amendments to Florida law adopted subsequent to the recording of this Declaration shall not operate to unconstitutionally impair contractual obligations unless such amendments are expressly incorporated herein. If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

ARTICLE II
DEFINITIONS

Capitalized terms appearing within the Governing Documents shall have the meanings described in this Article.

2.1 "ACOE": United States Army Corps of Engineers.

2.2 "Architectural Guidelines": The architectural, design, and construction guidelines and review procedures adopted by the Board, as they may be amended from time to time.

2.3 "Architectural Review Board" or "ARB": The committee appointed by the Board who has the authority to review and approve improvements.

2.4 "Articles": The Articles of Incorporation of Willowcove Master Association Inc., filed with the Secretary of State for the State of Florida, as they may be amended from time to time.

2.5 "Benefited Assessment": Assessments charged against a particular Lot or Lots for Association expenses as described in Section 5.1.

2.6 "Board of Directors" or "Board": The Association's Board of Directors, which is the body responsible for the general governance and administration of the Association.

2.7 "Bylaws": The Bylaws of Willowcove Master Association, Inc., as they may be amended from time to time.

2.8 "CDD": The Tolomato Community Development District.

2.9 "Common Expenses": The actual and estimated expenses that the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include and reserves the Board finds necessary or appropriate.

2.10 "Common Areas" or "Master Common Areas": All real and personal property, including easements, which the Association owns, holds, leases, or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the Surface Water and Storm Water Management System, as defined below, together with any other area for which the Association has or assumes maintenance or other responsibilities.

2.11 "Community" or "Willowcove": The real property described in Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with this Declaration.

2.12 "County": St. Johns County, Florida.

2.13 "Declarant": Centex Homes, a Nevada general partnership ("Centex") and Centex/Lennar NFL Town Center South, LLC, a Delaware limited liability company ("Centex/Lennar"), or any successors or assigns as developer of all or any portion of the Community that is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Centex and Centex/Lennar shall jointly and severally hold and exercise the rights of Declarant hereunder. All references to the Declarant in this Master Declaration shall be deemed a joint reference to both Centex and Centex/Lennar. Any action taken

or notice given by either Centex or Centex/Lennar as Declarant shall be deemed given by and binding upon both Centex and Centex/Lennar. On all matters, Declarant may act through any of its Affiliates. Any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be known as a **"Predecessor Declarant"** and, unless otherwise agreed in writing, shall be entitled to the rights of a Predecessor Declarant established in this Master Declaration. Whether or not specifically stated, a predecessor Declarant shall be afforded the same protection with respect to matters arising from actions taken during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

2.14 "Development and Sale Period": The period of time during which Declarant and/or its Affiliates own property subject to this Declaration or Declarant holds an unexpired right to unilaterally expand the Community pursuant to Section 9.6.

2.15 "DEP": The Florida Department of Environmental Protection.

2.16 "District or SJRWMD": The St. Johns River Water Management District.

2.17 "First Mortgagee": First Mortgagee means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHA), or institutional lender, holding a first mortgage on a Lot.

2.18 "Governing Documents": This Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations (including Architectural Guidelines), and all amendments thereto.

2.19 "Governmental Authority": Any federal, state, county, municipal or other governmental or quasi-governmental department, entity, authority, agency or instrumentality having or asserting jurisdiction over the Community or a portion thereof.

2.20 "HUD": U.S. Department of Housing and Urban Development.

2.21 "Invitee": shall refer to a tenant, guest, occupant, agent, contractor, or any other Person located on or near the Property at the request of, or with the permission of, a Member or tenant.

2.22 "Legal Costs" or "attorneys' fees and costs": Attorneys' fees and costs to which a Person is entitled to reimbursement under any provision of the Governing Documents incurred incident to collection of assessments or pursuing legal action (regardless of whether suit is filed or whether arbitration or court action is taken) to enforce the Governing Documents, including, but not limited to, reasonable attorneys' and paralegals' fees, expert witness fees, and court costs at all tribunal levels, including all appellate levels, including any fees and costs associated with any proceeding to determine the amount and reasonableness of attorney's fees and costs to be awarded.

2.23 "Lot": A portion of the Community, whether improved or unimproved, which may

be independently owned and conveyed, and which is improved, or intended by Declarant to be improved, with a single-family residential dwelling. The term shall refer to the land, if any, which is part of the Lot as well as any improvements on the Lot. The boundaries of each Lot shall be shown on a Plats.

Any Owner owning two adjoining Lots may, with the prior written approval of Declarant during the Development and Sale Period, and the Association thereafter, and with all required approvals from the County, CDD and all other governmental agencies having jurisdiction thereover, combine such Lots into a single building site for the purpose of constructing one dwelling and such other improvements as are approved hereunder; however, each of the Lots so combined shall continue to be treated as a separate Lot for purposes of voting and assessment, unless the Plat creating such Lots is revised and recorded, with the prior consent of the Declarant or the Association, to combine them into a single Lot. Declarant or the Association, as applicable, may grant or withhold their approval to any such combination or plat revision in their sole discretion.

2.24 "Master Association" or "Association": Willowcove Master Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

2.25 "Member": A Person subject to mandatory membership in the Association, as described in Section 3.2.

2.26 "Mortgage": A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an institutional lender. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage. The term "Institutional Lender" shall include any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the Federal government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

2.27 "Owner": The record titleholder(s) to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee).

2.28 "Permit": Permit No. 40-109-87432-10 issued by the District.

2.29 "Person": An individual, a corporation, a partnership, a trustee, and any other non-natural person or legal entity.

2.30 "Plat" or "Subdivision Plat": Any recorded plat for all or any portion of the Community.

2.31 "Property" or "Properties": The real property described on the attached Exhibit "A," and such additions thereto as may be brought within the jurisdiction of the Association and made subject to this Declaration.

2.32 "Regular Assessment": Assessments levied to fund Common Expenses for the

general benefit of all Lots, as determined in accordance with Section 5. l(a).

2.33 "Special Assessment": Assessments levied against Lots in accordance with Section 5.1(b) to cover unbudgeted expenses or expenses in excess of those budgeted.

2.34 "Supplemental Master Declaration": A recorded instrument that subjects additional property to this Master Declaration or imposes additional or modified restrictions and obligations on the land described in such instrument.

2.35 "Surface Water and Storm Water Management System": A drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and other similar and/or related improvements, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system. as permitted pursuant to the Permit issued by the District. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Community.

2.36 "VA": U.S. Department of Veterans Affairs.

2.37 "Wetland": Any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the District, or by the County, or by the ACOE, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

2.38 "Willowcove Park": The property operated by Willowcove Park Homeowners Association, Inc., as described in that certain Willowcove Park Replat Recorded at Map Book 66, Page 86-90 of the Public Records of St. Johns County, Florida.

2.39 "Willowcove Park Homeowners Association, Inc.": The Florida not-for-profit corporation responsible for operating and maintaining certain real property described in that certain Willowcove Park Replat Recorded at Map Book 66, Page 86-90 of the Public Records of St. Johns County, Florida.

2.40 "Willowcove Park Owner" or "Willowcove Park Member": An owner of a fee interest in any lot within Willowcove Park or a member of Willowcove Park Homeowners Association, Inc.

ARTICLE III
THE ASSOCIATION

3.1 Function of Association. The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents; provided, however, that the Board may exercise its judgment in determining whether to enforce the Governing Documents against any particular Person in any particular instance. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Bylaws. Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation, or Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner's interest in the Lot.

3.2 Association Membership. Every Person who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, shall acknowledge the authority of the Association as herein stated, and shall comply with and be bound by the provisions of this Declaration, the Articles, the Bylaws, Architectural Guidelines, and other rules and regulations of the Association. Notwithstanding anything else to the contrary set forth in this Section 3.2, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record titleholder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a copy of the Owner's deed to the Association for placement in its records. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Association shall be transferred from the existing Lot Owner to the new Lot Owner. In no event shall any Mortgagee or other party holding any type of security interest in a Lot or the dwelling constructed thereon be a Member of the Master Association unless and until any of said parties obtain or receive fee simple title to such Lot.

3.3 Voting Rights. The membership shall be all the Owners of Lots. All Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property that is exempt from assessment under this Declaration. In any situation where there is more than one Owner of a Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken by execution of a voting certificate. Absent such advice, the Lot's vote shall be suspended if more than one Person seeks to exercise it. The Association may require a Voting Certificate to be executed if there are multiple Owners of a Lot or if a Lot is owned by a non-natural person.

3.4 Default Approval Requirement. When reference is made in the Governing Documents, management contracts or otherwise, to the consent of, approval of, or decision of the

Members or the Board of Directors, such reference shall mean a majority of the Members or Directors present in person or by proxy at a meeting at which a quorum has been attained, unless otherwise specifically stated with regard to any particular approval requirement, such as amendment of the Declaration. Members shall only be entitled to vote on matters when specifically afforded that right in the Governing Documents or by law.

3.5 **Powers and Responsibilities.** The Association shall have all of the powers of a Florida corporation not-for-profit and a homeowners' association contemplated by Chapters 617 and 720 of the Florida Statutes, respectively. Unless otherwise provided herein, the costs associated with performing its responsibilities and exercising its powers shall be deemed a Common Expense payable by assessing the Members. In addition, the Association shall have the following powers and responsibilities:

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property, subject to the provisions of Section 12.5. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) The Association is responsible for management, operation, and control of the Common Area, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to it. The Board may, from time to time, adopt such reasonable rules regulating use of the Common Area, Lots, and conduct of the Members as it deems appropriate. The Association may enter into a property management agreement to assist with the operation of the Association. The Common Areas include, but are not limited to:

(i) Certain parks within the Community;

(ii) landscaping, signage, perimeter walls, fencing, structures, and other

(iii) improvements located on the Common Area;

(iv) at the election of Declarant or the Association, landscaping within public rights-of-way within or abutting the Community, or wetlands if not the obligation of Owners;

(v) such portions of any additional property as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat, or any contract, covenant, or agreement for maintenance entered into by, or for the benefit of, the Association;

(vi) all ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, other than those portions located on a Lot and to be maintained by the Owner of such Lot including, without limitation, associated improvements and equipment, any other wetland (whether located in Common Area or a Lot), but not including any such areas, improvements, or equipment maintained by the County, a community development district, or any other governmental or quasi-governmental body. With regard to certain portions of the Surface Water and Storm Water Management System for which the maintenance responsibilities have been assumed by Willowcove Park Homeowners Association, Inc., the Association shall have the right to maintain such portions of the system after written

demand is made if adverse action is threatened or demand is made against the Association. If the Association undertakes such maintenance, it shall be entitled to reimbursement.

(c) The Association may maintain other property that it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the appearance of the Community and the owner of such other property consents. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

(d) The Association shall maintain the facilities and equipment within the Common Areas in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least seventy-five percent (75%) of the total voting interests vote to discontinue such operation (which may include closing and demolishing such facilities or equipment).

(e) The Association may provide, or contract for, services for all or any of the Members and their Lots. The Board may assess the Members and Lots for such services provided.

3.6 **Insurance.** The Association shall keep all improvements, facilities, and fixtures located within the Common Areas insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters) and may obtain insurance against such other hazards and casualties as the Association may deem desirable.

(a) **Permitted Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect any or all of the following types of insurance, as deemed necessary or advisable in the Board's business judgment and as may be reasonably available: (i) blanket property insurance covering all insurable improvements within the Common Areas to the extent that the Association has responsibility for repair or reconstruction in the event of a casualty, regardless of ownership with full replacement value coverage; (ii) commercial general liability insurance on the Common Areas insuring against liability for bodily injury, death, and property damage arising from the activities of the Association or with regard to Common Areas, including, without limitation, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member, Willowcove Park Homeowners Association, Inc., and vice versa; (iii) directors and officers liability coverage; (iv) commercial crime insurance, including fidelity insurance, covering all Persons responsible for handling Association funds in an amount at least equal to three months of Regular Assessments, plus all reserve funds; (v) to the extent any insurable improvements to Common Areas are within an "A" flood zone, flood insurance in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Areas or the maximum amount of coverage available under the National Flood Insurance Program; and (vi) such additional insurance as the Board, in its business judgment, determines appropriate. The premiums for Common Area insurance shall be a Common Expense.

(b) Waiver of Subrogation. As to each insurance policy maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Willowcove Park Homeowners Association Inc. and its Members, Declarant, any predecessor Declarant, and the directors, trustees, officers, shareholders, attorneys, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said Persons, but only to the extent that insurance proceeds are received in compensation for such loss. However, if the Board reasonably determines that the loss is the result of a Member or an Invitee's intentional conduct, recklessness, negligence, or the failure to comply with the Governing Documents, then the Board may assess the full amount of any insurance deductible or any expenses in excess of, or not covered by, insurance proceeds against the Member and the Member's Lot(s) as a Benefitted Assessment.

(c) Determination to Reconstruct after Insurable Event. Damaged improvements on Common Area shall be repaired or reconstructed unless seventy-five percent (75%) of the total voting interests determine not to repair or reconstruct the improvements at a duly-noticed Membership meeting or by signed, written consent in lieu of a meeting. If the Members decide not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association. The Association shall deposit any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, in a capital improvements account for the benefit of the Members. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

3.7 Responsibilities Under Governmental Permits. Declarant shall have the absolute and unconditional right in its sole discretion to assign, delegate, or otherwise transfer to the Association any of its continuing obligations and/or responsibilities under governmental permits and approvals with respect to the Community, including, without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System under the Permit. The Association shall accept and assume such obligations and responsibilities without condition or consideration. Such assignment, delegation, or transfer and assumption shall be effective without the consent of, or any further action by the Association, but upon Declarant's request, the Association shall promptly execute any documents which Declarant requests to evidence the assignment, delegation, or transfer and assumption of such obligations and/or responsibilities. If not earlier assigned and transferred, Declarant shall be deemed to have assigned and transferred, and the Association shall be deemed to have accepted and assumed, all of Declarant's continuing obligations and/or responsibilities under all governmental permits and approvals with respect to the Community, including, without limitation, its continuing obligations with respect to the Surface Water and Storm Water Management System under the aforesaid Water Management District Permit, upon termination of the Class "B" Control Period. The Association shall comply in all respects with the terms of, and shall not undertake any activity inconsistent with, such permits and approvals. The Association shall indemnify, defend and hold Declarant harmless from any claims or losses arising out of the violation or failure to comply with any permit(s), or out of the operation, maintenance or use of any improvement or facility authorized by the permit(s), provided such claim or loss first occurs after the effective date of the assignment, delegation, transfer (or tender of the assignment, delegation, or transfer, if wrongfully refused by

the Association).

ARTICLE IV
SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM

4.1 Surface Water and Storm Water Management System. The Declarant has caused or will cause to be constructed within the geographic area shown by the Plat drainage retention/detention areas. These drainage structures are part of the overall drainage plan for the Property. The Association shall have unobstructed ingress to and egress from all retention/detention areas within the Property at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. Should any Owner fail to sufficiently maintain any portion of the Surface Water and Storm Water Management System within its boundaries (or any portion of a surface water management system which connects with the Surface Water and Storm Water Management System), the Association shall have the authority to maintain such portion and the cost of such maintenance shall be assessed against and become a debt of the Owner to the Association as a Special or Benefitted Assessment and shall become immediately due and payable as provided for other assessments of the Association. Consequently, no Owner shall utilize, in any way, any of the drainage facilities or incorporate such facilities in the Owner's development plans, without the express prior written consent of the Association. The Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

4.2 Waterways; Water Level and Use. With respect to any waterways now existing or which may hereafter be contained within or adjoining the Community, only the Association shall have the right to pump or otherwise remove any water from such waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the waterways, except as may be erected or approved in writing by the Association and the District, if applicable. No boats or other water vehicle or craft shall be permitted on such waterways. Subject to the provisions of this Declaration and applicable law, the Association shall have the right and, to the extent required by any applicable governmental permit or law, the obligation, to control the growth and eradication of plants, fowl, reptiles, animals, fish, fungi and other growth in, on and around such waterways.

4.3 Maintenance, Operation, and Monitoring. The Association shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System(s) shall mean the exercise or practices which allow the systems to provide drainage; water storage, conveyance, or other surface water or storm water management capabilities are permitted by the District, ACOE, and/or DEP. Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or, if modified, as approved by the District, ACOE, and/or DEP. Notwithstanding anything contained herein to the contrary, the Association shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of the Association. The Association shall maintain, as part of the Common Areas, the Surface Water and Storm Water Management System and shall comply with conditions

of the permits from the District, the ACOE, DEP, the County, or the State of Florida for the Surface Water and Storm Water Management System within the Community. The Association, shall, when requested by Declarant, apply for the issuance of, or accept assignment of, all District, ACOE, DEP, County and State of Florida permits for the Community (as the Community may be expanded by the annexation of additional phases as herein contemplated) and shall be designated as the "permittee" thereof. The conditions of the permits include monitoring and record keeping schedules, and maintenance. The following additional conditions shall apply:

(a) The Association shall hold and save the District, ACOE, County and the State of Florida harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance, or use of any improvement or facility authorized by the permits.

(b) The Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permits, as required by the DEP, District, ACOE, County, and/or the State of Florida. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permits and when required by the District, ACOE, County, and State of Florida rules, per permits.

(c) The Association specifically agrees to allow authorized District, ACOE, County, and State of Florida personnel, upon representation of credentials or other documents as may be required by law, access to the Common Areas where the permitted activity is located or conducted at all reasonable times for the purposes of inspection and testing to determine compliance with the permits and District, ACOE, County and the State of Florida regulations, such as:

(i) having access to and copying any records that must be kept under the conditions of the permits; and

(ii) inspecting the facilities, equipment, practices, or operations regulated or required under the permits; and

(iii) sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permits or District, ACOE, County and State of Florida rules; and

(iv) gathering of data and information.

(d) The Association shall submit inspection reports in the form required by the District, ACOE, County, and State of Florida, in accordance with the following schedule unless specified otherwise herein or in permit applications:

(i) for systems utilizing exfiltration, the inspection shall be performed 18 months after operation is authorized and every 18 months thereafter; and

(ii) for systems utilizing retention and wet detention, the inspections shall be performed two years after operation is authorized and every two years thereafter.

(e) It shall be the responsibility of each Owner at the time of construction of a

building, residence, or other structure on such Owner's Lot, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to Chapter 40E, F.A.C., approved and on file with the District.

(f) It is the Owner's responsibility not to remove native vegetation (including cattails) that become established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, the introduction of carp grass and cutting. If the Community includes a wetland mitigation area or wet detention pond, no vegetation in such area shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District and the ACOE. Owners should address any question regarding authorized activities within any wet detention pond to the District Service Office, and the ACOE.

(g) No Owner may construct or maintain any building, residence, or structure or undertake or perform any activity in the wetland(s), wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in approved permits and recorded Plats, unless prior approval is received from both the District Regulation Department pursuant to Chapter 40E, F.A.C., and from the County and the Association. If such activities are subject to ACOE or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(h) Neither the Association nor any Owner shall engage in any construction related activities within any part of the Surface Water and Storm Water Management System unless such activities have been approved in writing by the District or are specifically authorized by the conditions of the applicable permits. Without limitation, the following activities are deemed construction related and are prohibited unless authorized in accordance with this subsection: digging or excavation; depositing fill, debris, or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water and Storm Water Management System. If such activities are subject to the ACOE, County, or State of Florida permits, approval of those agencies shall also be obtained before any such activity is commenced.

(i) The Association, through its Board, shall be responsible for enforcing the provisions of this Declaration; however, in addition to enforcement by the Association, Declarant hereby reserves unto itself, and grants to the County and the District, the non-exclusive right, but not the obligation, to enforce the provisions of this Declaration concerning compliance with the Surface Water and Storm Water Management System permit, all applicable federal, state, and local laws, ordinances, and regulations, and all applicable rules and regulations of the Association against any person or entity in violation including the Owners, the Association, builders, Affiliates of Declarant, and Declarant by the exercise of any remedies available at law or in equity, or otherwise provided in this Declaration for the protection and benefit of the Association, its Members, and the Community.

4.4 **Shared Facilities.** It is expected that certain portions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not owned by Declarant and not within the Community. Declarant reserves the right to grant such drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Community and/or lands owned by others provided that such agreements

shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

4.5 **CDD Pond.** Pursuant to that certain Drainage Easement from Sonoc Company, LLC to Centex Homes recorded April 24, 2006 in Official Records Book 2689, Page 495, Public Records of St. Johns County (the "Drainage Easement") a portion of the Surface Water and Storm Water Management System discharges into a drainage pond located on property adjacent to the Property all as more particularly set forth in the Drainage Easement (the "Drainage Pond"). The Association shall assume and perform all obligations of Declarant under the Drainage Easement, including payment of the Community's share of the cost of maintenance of the Drainage Pond as set forth in the Drainage Easement and that certain Cost Sharing Agreement between Centex Homes and the CDD with respect to the Drainage Pond dated April 6, 2006 as referenced in Section 5 of the Drainage Easement, with the cost of same to be a Common Expense of the Association.

4.6 **Effect of Dissolution.** In the event of the termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40E, F.A.C., and be approved by the District prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Master Association shall be deemed assumed by the Owners, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System in accordance with the requirements of the permits.

ARTICLE V
ASSOCIATION FINANCES

5.1 **Assessment Purposes & Categories.** To pay for the expenses of maintaining the Common Areas and fulfilling its duties and obligations, the Association shall be entitled to levy Assessments against all Owners as provided herein. Assessments shall also be used for the maintenance and repair of the Surface Water and Storm Water Management System including but not limited to work within retention areas, drainage structures, and drainage easements. Unless otherwise provided by the Board or by law, all Assessments shall be payable on demand. The procedure for levying Assessments shall be stated in the Bylaws. Such Assessments may include:

(a) **Regular Assessments.** Regular Assessments are assessments levied against all Owners proportionately to pay for the Association's anticipated, budgeted operating expenses and reserves for capital assets and deferred maintenance.

(b) **Special Assessments.** Special Assessments are assessments levied against all Owners proportionately to pay for unanticipated operating expenses, unanticipated maintenance, repair, or replacement of Association Property for which adequate reserves have not been collected, or to pay for any other unanticipated, unbudgeted monetary obligation of the Association.

(c) **Benefitted Assessments.** Benefitted Assessments are assessments levied against a particular Owner and Lot, or group of Owners and Lots, for the purposes otherwise stated in the Governing Documents. Such purposes shall include, but not be limited to:

(i) Paying the costs associated with providing services to a Member or Lot at the request of a Member; and

(ii) To pay for the costs of correcting violations of the Governing Documents by Members and their Invitees, including Legal Costs.

(d) **Initial Assessment.** The Initial Assessment is an initial, one-time assessment applicable to each Lot in an amount determined by the Board not to exceed 300% (three months) of the Regular Assessment levied against each Lot for the year in which the Initial Assessment is due and payable. The Initial Assessment shall become due and payable upon conveyance of a Lot to a Class A Member or upon the first conveyance of the Lot with a completed dwelling, whichever occurs first. The Initial Assessment may be allocated to operating or reserve funds, as the Board may determine. An Initial Assessment shall not be charged for any subsequent transfer of ownership of any Lot from one Class A Member to another Class A Member.

5.2 **Association Budget.** The Association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The Association shall also budget for reserves for capital expenditures and deferred maintenance of capital assets; provided, however, that the membership may vote to reduce or waive reserves by majority vote at a meeting at which a quorum has been attained. Reserve funds held by the Association may not be used for purposes other than those for which they were initially collected unless an alternative use is approved by a majority of the membership at a meeting at which a quorum has been attained. If the Board fails for any reason to adopt a budget for any year, then the most recently adopted budget shall continue in effect until a new budget is adopted. Owners shall pay assessments in the manner and on the dates the Board establishes, which may be annually, quarterly, monthly, or otherwise. Unless the Board otherwise provides, the Regular Assessment shall be due and payable in advance on the first day of each fiscal year.

5.3 **Obligation for Assessments.** Each Owner, by accepting a deed or other instrument of title to any Lot, covenants and agrees to pay all Assessments levied in accordance with the Governing Documents for each Lot owned. All Assessments, interest, late fees, and attorneys' fees and costs incident to collection shall be the personal obligation of each Owner and shall constitute a continuing lien upon each Lot until paid in full. Assessments not paid on or before the date due shall bear interest at the greatest rate permitted by law and shall result in the application of a late fee in the greatest amount permitted by law. Notwithstanding, the Board may adopt a resolution limiting the application of interest and late fees and may waive interest and late fees in its discretion, which shall not be deemed a waiver of the right to apply interest and late fees in the greatest amount permitted by law in any other instance.

(a) Joint and Several Liability. An Owner, regardless of how title to a Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is the Lot Owner. In addition, an Owner is jointly and severally liable with the previous Owner for all unpaid Assessments, interest, late fees, and attorneys' fees and costs incident to collection that came due prior to the transfer of title. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by abandonment of the Lot upon which the Assessments are made.

(b) Lien for Assessments. The Association shall have a continuing lien on each Lot to secure the payment of all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien in the public records, as well as interest, late fees, and all reasonable attorneys' fees and costs incurred by the Association incident to the collection process. The Association's claim of lien shall be effective from and relate back to the recording of the original Master Declaration of Covenants, Conditions and Restrictions for Willowcove, except as to First Mortgagees of record. As to First Mortgagees of record, the claim of lien shall be effective from and after the recording of a claim of lien in the public records. A claim of lien for assessments may be foreclosed in the same manner as a mortgage on real property and the Association shall be entitled to acquire, hold, mortgage, lease, and convey any Lot incident to foreclosure. The Association is also authorized to bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien or right to pursue foreclosure. Upon payment in full, the person making the payment is entitled to a satisfaction of lien.

(c) First Mortgagee Limitation of Liability. Notwithstanding Section 5.3(a), a First Mortgagee, or its successors or assigns, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure shall be liable for the lesser of (a) the Lot's unpaid Common Expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt. The limitations on First Mortgagee liability provided by this paragraph apply only if the First Mortgagee initially joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or an agent for service of process at a location which was known or reasonably discoverable by the First Mortgagee. If the Homeowners' Association Act or other law is amended subsequent to the recording of this Declaration to permit the Association to collect a greater amount from a First Mortgagee that what is stated in this paragraph, then such amendment shall be deemed expressly incorporated herein and shall supersede the provisions of this paragraph. However, if the Homeowners' Association Act or other law is subsequently amended to reduce the amount the Association would be entitled to collect from a First Mortgagee, then such law shall only be deemed to apply to mortgages recorded on or after the effective date of such law and shall not be applied retroactively to any mortgages in existence as of the effective date of such law.

5.4 Payment After Unit Transfer. Any person or entity acquiring title to a Lot, including a First Mortgagee (or its assignee), shall pay the amount owed to the Association within thirty (30) days after transfer of title. The Association or its agent shall be entitled to charge a fee for the preparation of an estoppel certificate identifying the amount owed to the Association.

Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration and in the Homeowners' Association Act for the collection of unpaid assessments. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure, or if the Association is otherwise unable to collect the amounts owing, the unpaid share of Common Expenses or Assessments shall constitute Common Expenses collectible from all Owners.

5.5 Use & Consumption Fees. The Association may charge use and consumption fees to any Person using Association services or facilities and may determine the amount and method of determining such fees; provided, however, that the Association may not charge members of Willowcove Park Homeowners Association, Inc. more than it charges Members of the Association and it may not otherwise discriminate against members of Willowcove Park Homeowners Association, Inc. The charges and fees contemplated by this Section are charges and fees other than Assessments for Common Expenses and nothing herein shall be deemed to provide the Association with authority to levy an Assessment against members of Willowcove Park Homeowners Association, Inc. for use or consumption of Association services or facilities.

ARTICLE VI
ARCHITECTURAL REVIEW

6.1 Approval Required. No structure or thing shall be placed, erected, altered, or installed upon any Lot, and no improvements of any kind or other work, including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping (all the foregoing collectively, "improvements") shall take place within the Community, except in compliance with this Article, the PUD and the Architectural Guidelines, including required architectural review as provided hereinbelow. Any Owner may remodel, paint, or redecorate the interior of any structure on his or her Lot without approval hereunder. However, modifications to the interior of screened porches, patios, and any other portions of a Lot or structure visible from outside a structure are subject to review and approval under this Article. Improvements shall be constructed only by qualified Persons acceptable to the Board or ARB. Owners shall be responsible for obtaining all permits and approvals from the County and other governmental agencies.

6.2 Architectural Review Board. All improvements must be approved by the Architectural Review Board (ARB). The ARB shall consist of at least three (3) members, who need not be Members of the Association and may include architects, engineers, contractors, or similar professionals, who may be compensated in such amount as the Board may establish. The ARB shall be appointed by the Board and may be removed and replaced in the Board's discretion. If the Board fails to appoint an ARB, the Board shall constitute the ARB.

6.3 Architectural Guidelines. The Board may promulgate and amend Architectural Guidelines establishing specifications for the characteristics of any improvements, including without limitation: dimensions, location, quantity, quality, materials, color, aesthetics, and any other characteristic or feature associated with any improvement. The ARB may, but shall not be obligated to, grant variances from strict compliance with the Architectural Guidelines if it

reasonably believes the intent and purpose of the architectural review process is maintained and the granting of the variance will not diminish the aesthetic appearance of the Community.

6.4 Review Procedures. Unless the Architectural Guidelines provide otherwise, no improvement may be commenced until an application is submitted to and approved in writing by the ARB, in accordance with the following provisions:

(a) Submission of Application. Owners desiring to commence an improvement on a Lot must submit a written application to the ARB, which must be accompanied by plans and specifications and other information the Architectural Guidelines or ARB may require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction or other activity as the ARB deems relevant. If the Board or ARB establishes a fee for review of applications, it may require that it be paid in full prior to deeming the application submitted and commencing review.

(b) Review of Application. In reviewing each application, the ARB may consider any factors it deems relevant, including, without limitation, harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability or attractiveness of particular improvements. The ARB shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures. Notwithstanding, the Board may, in its discretion, overrule the ARB regarding any determination, but there shall be no right of appeal to the Board under any circumstances. The ARB shall make a determination on each application within 45 days after receipt of a completed application, any associated fee, and all other information the ARB may request. The ARB may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until 45 days after the final, required submission stage.

(c) ARB Determination. The ARB may (i) approve the application, with or without conditions; (ii) approve a portion of the application, with or without conditions, and disapprove other portions; or (iii) disapprove the application. The ARB may condition the approval upon completion of the proposed improvements within a specified time period, and if they are not completed with the specified time period, it shall constitute a violation and subject the Owner to fines and other enforcement action. The ARB shall notify the applicant in writing of a final determination on any application. In the case of disapproval, the ARB may, but shall not be obligated to, specify the reasons for disapproval or offer suggestions for submission of another application. After the initial 45-day period has elapsed, if the Owner has not received notice of the ARB determination, the Owner may make a second written request for approval of the plans previously submitted which shall be marked "Second Request" and be sent certified mail, return receipt requested, to the ARB at the address it may designate, or if it does not designate an address, to the Association's registered agent. If the ARB fails to respond within ten business days from receipt of the Second Request, the application shall be deemed denied. Notwithstanding anything in this Declaration to the contrary, no approval of construction activities (or improvement

governed by such approval), shall be inconsistent with the Architectural Guidelines or other Governing Documents unless a written variance has been granted by the ARB or Board. In addition, the approval of an application or granting of a variance in one instance does not guarantee that a similar approval or variance will be granted in a similar instance and shall not constitute waiver of the ARB or Board's right to insist on strict compliance in the future.

6.5 Compliance Inspection. The ARB may inspect any improvements after completion to ensure conformity with the approved plans. If the improvement derogates from the approved plans, the ARB may provide notice requiring correction within a stated time period, and if the correction is not made, the ARB may refer the matter to the Board for the imposition of fines or any other available enforcement action.

6.6 Architectural Review Fees. The ARB may charge a reasonable fee for review and consideration of applications for improvements and may require payment prior to consideration of any application. The fee may include reasonable costs for obtaining assistance from architects, engineers, or other professionals.

6.7 Release of Liability. This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The ARB and Association are not responsible for the structural integrity or soundness of any improvement, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners. Each Owner the Association, its officers, the Board, the ARB, the Association's managing agent, any committee, and any member of any of the foregoing for the approval of, disapproval of, or failure to approve or disapprove any improvement, plans, soil conditions, drainage, or other general site work related to approved work; any defects in plans revised or approved hereunder; any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any owner or their contractor or their subcontractors, employees, or agents; or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved improvement, construction or activities on or modifications to any Lot. In all such matters or claims related therefrom, the Association shall defend, indemnify, and hold harmless the Board, ARB, and the members of each.

6.8 Enforcement. Any construction, alteration, improvement, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement by the Association. Any act or omission of any contractor, subcontractor, agent, employee, or Invitee of an Owner shall be deemed to be an act or omission by or on behalf of such Owner and the Owner shall be jointly and severally responsible for any such action or omission.

ARTICLE VII
MAINTENANCE & INSURANCE OF LOTS

7.1 Maintenance of Lots. Each Owner must maintain, repair, and replace his or her Lot, including, without limitation, all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents and any other applicable covenants,

except to the extent that such maintenance responsibility is assigned to or assumed by the Association. In addition, each Owner shall maintain, repair, and replace the sidewalk and landscaping located between the boundary of such Owner's Lot and the back-of-curb of any roadway lying adjacent to the boundary of his or her Lot, unless the Association assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Association. Without limiting the generality of the foregoing, Owners shall be responsible for:

(a) repair or replacement of any damaged garage door and exterior door hardware, garage door openers; and caulking of the exterior portions of any windows or doors;

(b) operation, maintenance, repair and replacement of any irrigation equipment (including, without limitation, any sprinklers, pumps, water lines and time clocks, wherever located) serving the Lots;

(c) maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Lots;

(d) painting of all exterior painted portions of any dwelling, including any garage, garage door, exterior doors, shutters, fascia, roofs, gutters, and downspouts on the dwelling, and any fence erected along the Lot boundaries ("Boundary Fences");

(e) pressure cleaning of exterior walkways, front steps, porches, patios, roofs, and the exterior walls of all dwellings and garages;

(f) termite treatment of all exterior walls and foundations of dwellings and garages;

(g) all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot).

(h) All other portions of the Lots and improvements located thereon.

7.2 **Party Walls & Shared Structures.** Each wall, fence (including Boundary Fences), driveway, or similar structure built as a part of the original construction on the Lots that serves any two adjoining Lots shall constitute a party structure. For the purposes of this Section, any fence that serves to enclose only one Lot or which is otherwise installed at the option of the Owner of a Lot shall not be deemed a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party structures. Unless otherwise specifically provided in additional covenants relating to such Lots, the Owners sharing the party structure shall share equally in the cost of necessary or appropriate party structure repairs and maintenance; however, painting and other aesthetic modifications visible only to one side of the structure shall be the responsibility of the Lot Owner with such visibility. If a party structure is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner sharing the

structure may restore it and be entitled to contribution for the restoration cost in equal proportions from other sharing owners. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions. The Owner of each Lot is granted an easement over the adjacent Lot as necessary to make repairs and restore the Lot. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owners' successors-in-title.

7.3 **Surface Water and Storm Water Management System on Lots.** Except to the extent the responsibility has been delegated to or assumed by the Association, each Owner shall be responsible for maintaining the portion of the Surface Water and Storm Water Management System located on his or her Lot. Maintenance shall include, without limitation, the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale, drainage lines and other equipment returned to its former condition as soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment are located. Notwithstanding the foregoing, Owners shall not be responsible for the maintenance, repair, or replacement of subsurface portions of the Surface Water and Storm Water Management System except to the extent damage to such portions of the system is caused by the act or omission of an Owner or his or her Invitee.

7.4 **Mail Kiosks.** The Association shall be responsible for maintenance, repair, and replacement of any mail kiosk originally installed by the Declarant, whether on a Lot or Common Area.

7.5 **Insurance on Lots.** Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable improvements located on such Owner's Lot, to the extent such responsibility is not assigned to or assumed by the Association pursuant to this Declaration. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot, Association Property and the Common Area due to occurrences originating within the Owner's Lot caused by the negligence of the Owner or his or her Invitee, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots, the Association Property or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured. Unless a Mortgagee is named as the loss payee under any such policy, the Association shall be named as the loss payee to the extent damage is caused to Association Property or Common Area.

(a) **Evidence of Insurance.** Each Owner shall provide a certificate evidencing

such insurance to the Association within ten days of any written request from the Association. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. If an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and assess the costs thereof to the Owner and the Owner's Lot as a Benefited Assessment.

(b) **Filing of Claim & Adjustment.** Regardless of whether the insurance required hereunder is obtained by the Association or the Owners, in the event of a casualty loss, the Association shall be entitled to file a claim against such insurance for the cost of any repair or reconstruction to the Lot and improvements thereon which are the Association's responsibility, and the Owner shall pay the amount of any deductible and shall be responsible for any deficiency in the insurance proceeds. The Association shall be entitled to adjust with the insurance provider the amount of any proceeds payable to the Association and the Owner thereunder, based upon the amount necessary to enable the Owner and the Association each to repair and replace those portions of the Lot and improvements thereon that are their respective responsibilities. If the Owner is required to obtain insurance hereunder and such insurance is insufficient, the Association shall be relieved of any obligation to maintain, repair, and replace damaged or destroyed portions of the Owner's Lot, to the extent of such insufficiency. Alternatively, the Association may perform required repairs, whether the responsibility of the Association or the Owner, and assess all costs to the Owner and the Owner's Lot as a Benefited Assessment.

7.6 **Repair after Casualty.** In the event of damage to or destruction of a structure on a Lot, the Owner shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications, except that if the Association has assumed responsibility for insurance coverage hereunder, the Association shall, subject to the limitations above, be responsible for repair or reconstruction of those portions of the structure on the Lot for which the Association has expressly, in writing, assumed insurance responsibility.

ARTICLE VIII
OCCUPANCY & USE RESTRICTIONS

8.1 **Restrictions Generally.** In addition to the provisions of the PUD and the initial Use Restrictions set forth herein, which may be amended as provided herein, the Owners, their tenants and other Invitees, and Lots shall be subject to the following provisions.

8.2 **Residential Use.** Lots shall be used primarily for residential and related purposes (including, without limitation, use as a home office). No business shall be conducted in, on, or from any Lot, except that an occupant using the dwelling on a Lot primarily for residential purposes may also conduct business activities on such Lot ancillary to their primary residential use, if the business activity, as determined in the Board's discretion:

(a) is not apparent or detectable by sight, sound, or smell from outside of the permitted structure;

(b) complies with applicable zoning and other legal requirements and other requirements of this Declaration;

(c) does not involve regular visitation of the Lot by clients, customers, suppliers, or other business Invitees; and

(d) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the use and enjoyment of other Lots by the Owners thereof or the security or safety of others within the Community.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (a) such activity is engaged in full or part time; (b) such activity is intended to or does generate a profit; or (c) a license is required. This Section shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including, without limitation, the Community's recreational and other amenities. Leasing of a single Lot by the Owner thereof for residential occupancy shall not be considered a business within the meaning of this subsection; however, no Owner or group of Owners who are affiliates shall, on their own behalf or through any agent, engage in leasing activity with respect to multiple Lots at the same time.

No Lot shall be rezoned to any classification allowing commercial, institutional, or other non-residential use without the express written consent of the Association. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the party pursuing the unapproved rezoning, in addition to and not in limitation of the Association's other rights and remedies.

8.3 **Leasing.** For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity. Improvements on the Lot may be leased only in their entirety (e.g., separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house," the construction of which was approved as required by this Declaration, may be independently leased.

(a) **Lease Requirements.** All leases shall be in writing and shall have a term of at least six consecutive months, except with the Board's prior written consent. No Owner may lease all or a portion of a Lot more than twice in any 12-month period, even if a tenant defaults on a lease or abandons the Lot before expiration of the lease term. The restrictions on lease terms set forth in this paragraph shall not apply to Lots owned or leased by the Association. All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant. Each lease shall set forth the name, address, and telephone number of the Lot's Owner and of the tenant; the date the tenant's

occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Lot. Subleases are prohibited.

(b) Association Notification. Within 10 days of a lease being signed for a Lot, the Owner shall notify the Board or the Association's managing agent of the lease and provide a copy of the lease and such additional information the Board or the Association's Managing Agent may reasonably require. The Board may, from time to time, adopt reasonable rules regulating leasing, which may include without limitation mandating that certain provisions be included, or deemed included in any lease of a Lot.

(c) Non-delegable Obligations. No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in the Governing Documents against the Owner, the tenant, or any member of the tenant's household, and any Invitee, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

(d) Association Standing to Enforce Lease. The Association shall be deemed a third party beneficiary of all leases of Lots, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

(e) Responsibility for Violations. Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the Community that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Lot, and their respective guests and Invitees, to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant. Further, a violation of the Governing Documents by a tenant or tenant's Invitee shall constitute a material breach of the lease, whether or not specifically stated in any such lease. Each Owner covenants and agrees to the appointment of the Association as his or her attorney-in-fact for the purpose of pursuing an eviction or other proceeding to remove a violating tenant or Invitee from the Community. The Association may bring any such action in its name or in the name of the Owner as his or her attorney-in-fact, and in any case the Association may recover its associated Legal Costs from the Owner and tenant or Invitee, as the case may be, jointly and severally, which Legal Costs shall also constitute a Benefitted Assessment against the Lot.

8.4 **Subdivision of Lot.** Lots may not be subdivided or their boundary lines changed except with the Board's prior written approval.

8.5 **Lodging; Timeshares.** No transients may be accommodated and no Lot may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including, without limitation, ownership by more than three Persons as joint tenants or tenants-in-common), or assigning separate use periods of less than 180 consecutive days' duration, are prohibited.

8.6 **Signs.** All signs, including without limitations signs advertising Lots or dwellings (or any portion thereof) for sale or lease which are erected or visible outside of the exterior of any dwelling, including signs posted in any window or door of a dwelling shall comply with all Architectural Guidelines, including place, size, number, manner of posting, design, color, lettering and contents, as may be imposed (and amended) from time to time by the Board. The Board may impose uniform standards and criteria so that all such signs within the Community are identical or substantially similar. "For Sale" and "For Lease" signs shall not be posted in any window or door of a dwelling.

8.7 **Restricted Activities.** The following activities are prohibited within the Community unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Except as regulated and governed by County Code, parking of commercial vehicles or equipment, mobile homes, campers and similar recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages, except temporarily during loading and unloading; however, construction, service, and delivery vehicles shall be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a Lot or the Common Area. The foregoing restrictions shall apply equally to Roadways, irrespective of ownership of such Roadways. For purposes of this provision, "commercial vehicles" shall be defined as any vehicles with commercial writing on their exteriors or vehicles primarily used, designed, or registered for a commercial purpose, and vehicles with advertising signage attached or displayed on such vehicle's exterior, but shall not include passenger cars with identifying decals or painted lettering not exceeding a total area of one square foot in size or official vehicles owned by governmental or quasi-governmental bodies including, without limitation, police and sheriff insignias.

(b) Raising, breeding, or keeping animals, livestock, or poultry of any kind, except that a reasonable number of dogs (except that no Pit Bulls or mixed breed Pit Bulls are allowed), cats, or other household pets of the nature commonly sold in pet stores located within regional malls in urban areas may be permitted in a Lot (not to exceed a total of three (3) such pets); however, those pets which roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed upon request of the Board. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling and the person walking the dog shall clean up after it. Pets shall be registered, licensed, and

inoculated as required by law.

(c) Any activity which emits foul or obnoxious odors outside the Lot or creates any unreasonable level of noise or other conditions which tend, in the Board's judgment, to unreasonably disturb the peace or threaten the safety of the occupants of other Lots (this paragraph shall not preclude normal and customary use of power tools, lawn mowers, and other yard maintenance equipment during reasonable hours).

(d) Any activity which violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.

(e) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy or noisy condition to exist outside of enclosed structures on the Lot.

(f) Any noxious or offensive activity which in the determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Lots.

(g) Outside burning of trash, leaves, debris, or other materials, except during the normal course of construction by Declarant or a person authorized to do so by Declarant constructing a dwelling on a Lot.

(h) Use or discharge of any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be an unreasonable source of annoyance, as the Board may determine, to occupants of other Lots, except alarm devices used exclusively for security purposes.

(i) Dumping grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake, or elsewhere within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff.

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers.

(k) Obstruction or re-channeling drainage flows after location and installation of drainage swales, storm sewers, or storm drains, except that Declarant and the Association shall have such right; however, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owners consent.

(l) Discharge of firearms; provided, no Association director, officer, employee or managing agent shall have any duty to become physically involved to stop such discharge.

(m) On-site storage of gasoline, heating, or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and for the operation of lawn mowers, pool, spa and hot tub heaters, and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

This provision shall not apply to any underground fuel tank authorized by the Governing Documents.

(n) Any yard sale, garage sale, moving sale, rummage sale, or similar activity, except on such dates as the Board may designate for such activities to be conducted on a community-wide basis.

(o) Capturing, trapping, or killing of wildlife within the Community (other than by or on behalf of the Association, Declarant or by a representative or designee of a Governmental Authority except in circumstances posing an imminent threat to the safety of persons in the Community.

(p) Any activities by persons other than Declarant or its designees which materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

(q) Primary use of garage shall be for parking. Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area on any Lot without prior approval by the ARB, or use of any garage for storage or other purposes which preclude its use for parking of that number of vehicles for which it was originally designed.

(r) Storage of boats, personal watercraft or similar vehicles anywhere other than on trailers within a garage, or parking or storage of any motorized vehicles (other than licensed and registered motor vehicles) or trailers anywhere other than within a garage.

(s) Operation of motorized vehicles other than mowing equipment on pathways or trails maintained by the Association.

(t) Swimming, boating, fishing, use of personal flotation devices, fishing or other active use of ponds, streams, or other bodies of water within the Community except that Declarant, its successors and assigns, shall be permitted to draw water from ponds, streams, and other bodies of water within the Community for purposes of irrigation and such other purposes as Declarant shall deem desirable. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams, or other bodies of water within or adjacent to the Community.

(u) Entry onto any Lot for maintenance or other easement to access any lake, pond, preserve, wetland or similar area within the Community, except that the Owner and occupants of a Lot abutting any such area may access such area at points along the common boundary between such Owners Lot and such area (but shall not enter onto other Lots or portions of any maintenance or other easement abutting any other Lot) and the authorized agents, employees, contractors, and designees of the Declarant or the Association may enter upon any Lot or maintenance or other easement for the purpose of gaining access to any such area; and

(v) Any construction, erection, placement, or modification of any structure or

thing, permanently or temporarily, on the outside portions of the Lot, whether such portion is improved or unimproved, except in strict compliance with the Governing Documents. This shall include, without limitation, all signs, fences, basketball hoops, swing sets and similar sports and play equipment; children's play houses; clothes hanging devices; garbage cans; woodpiles; swimming pools, spas, and hot tubs; air conditioners; tanks; solar energy devices; docks, piers and similar structures; and landscaping, hedges, walls, mailboxes, dog runs, animal pens, or fences of any kind; satellite dishes and antennas, except that:

(i) an antenna

(A) designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter; or

(B) designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(C) designed to receive television broadcast signals;

("Permitted Antenna") shall be permitted in rear yards of Lots or, if necessary to receive an acceptable quality signal, in side yards, in that order of preference; provided, unless prohibited by applicable law, any installation in the front yard of a Lot shall be subject to review and approval of the ARB, which review shall be completed within seven days of receipt of the application for review. The ARB or the Architectural Guidelines may impose requirements as to location and the manner of installation and screening in order to minimize obtrusiveness as viewed from streets and adjacent property, so long as such requirements are not inconsistent with applicable law. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(ii) a reasonable number of holiday and religious lights and decorations may be displayed on a Lot for up to 30 days prior to a publicly observed holiday or religious observance and up to 30 days thereafter without prior approval, subject to the right of the Association or Declarant to require removal of any such decorations which it deems to (A) be excessive in number, size, or brightness, relative to other Lots in the area; (B) draw excessive attention or traffic; (C) unreasonably interfere with the use and enjoyment of neighboring properties; or (D) cause a dangerous condition to exist. The Association shall have the right, upon 30 days' prior written notice, to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The Association, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion, or damages of any kind except intentional misdeeds and gross negligence; and

(iii) one United States flag not exceeding 36" x 60" in size may be mounted on the exterior facade of the dwelling at a location approved by the ARB.

(w) picketing, protest marches, sit-in demonstrations, protest speeches, or other forms of public protest or conduct, including, without limitation, displaying signs or placards on the Lot or any vehicle, apparatus or otherwise within public view in the Community, which tends to vilify, ridicule, denigrate, or impugn the character of the Association, their respective officers, directors or employees, or any Owner or resident of the Community.

(x) Any activity which generates a level of noise audible to occupants of other Lots while inside their dwellings (including, without limitation, lawn maintenance, recreational activities, games, parties, music, and other activities conducted outdoors or on porches or decks) between the hours of 11:00 p.m. and 8:00 a.m., except that during the construction of dwellings on the Lots, Declarant and builders may commence construction activities within the Community at 7:00 a.m.

(y) any activity which violates the St. Johns County Noise Ordinance.

(z) door-to-door solicitation within the Community.

8.8 **Prohibited Conditions.** The following shall be prohibited in the Community:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community.

(b) Structures, equipment, or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair.

(c) No individual potable water supply system or well for consumptive purposes or sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands, canals, or other ground or surface waters within the Community.

(d) Signs in yards that have not obtained written consent from the ARB unless such signs are consistent with Architectural Guidelines.

ARTICLE IX
ADDITIONAL RIGHTS RESERVED BY DECLARANT

9.1 **Expiration of Rights.** Certain rights reserved by Declarant as provided in the original Master Declaration of Covenants, Conditions and Restrictions for Willowcove, recorded at St. Johns County Official Records Book 2950, Page 1775 expired upon the termination of the Development and Sale Period. According to the original Master Declaration, the Development and Sale Period terminated upon the earlier of (i) when all property described in Exhibit B to the original Master Declaration was annexed pursuant to a recorded Supplemental Master Declaration; or (ii) fifteen (15) years after the recording of the original Master Declaration. Reference to any rights purportedly reserved by Declarant incompatible with Section 720.3075 of the Florida

Statutes, which precludes a Declarant from unilaterally amending the Declaration after transition of Association control, have been removed. In addition, any other rights reserved by Declarant not conditioned upon the Development and Sale Period or purportedly permitting unilateral amendment following transition of Association control shall expire upon the earlier of: (a) any time period or limitation provided by law; (b) any time period specifically provided in the original Master Declaration or in this Declaration; or (c) 25 years from the recording of the original Master Declaration. Notwithstanding, the Declarant's easement to access Common Areas in connection with the marketing and sale of other properties to show the Community as an example as provided in Section 9.5 shall be perpetual, provided that Declarant shall exercise such easement in a reasonable manner.

9.2 Right to Transfer or Assign Declarant Rights. Any or all of Declarant's rights and obligations set forth in this Declaration or the Bylaws may, except to the extent restricted by Florida law, be transferred, in whole or in part, from time to time, to other Persons. No such transfer or assignment shall be effective unless it is in a recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right. In such case, a recorded instrument is not required.

9.3 Rights To Use Names; License Agreements. The Community Name, the names "Centex Homes," and "Lennar Homes" and all similar or derivative names, along with all logos associated therewith, are the proprietary trade names and service marks of Centex Homes, Lennar Homes, Declarant, or their Affiliates. No Person shall unfairly use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction or in any other fashion or manner without the prior written consent of the Person who owns such mark in each instance. In addition, due to the integrated nature of the Community as a planned community, and the public identification of the Lots with the Community, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent in each instance. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate in Declarant's discretion. Notwithstanding the above, Owners may use the name "Willowcove" where such term is used solely to specify that their particular Lot is located within the Community (subject, however, to such terms and conditions as Declarant may impose in order to protect any registered trade names and service marks). The mark or trademark owner may condition such use of the mark by the Association or any Owner upon the signing of one or more license agreement(s) which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, in form and substance acceptable to the owner of the mark.

9.4 Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate, from time to time, the right to inspect, monitor, test, redesign, modify and correct any structure, improvement, or condition which may exist on any portion of the Community, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld,

conditioned, or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages. The Person exercising this easement shall promptly repair, and pay for, any resulting damage. The provisions of this paragraph do not impose any obligation on Declarant or any other Person to perform any such inspection, monitoring, testing, redesigning, modification, or correction.

9.5 **Easement of Access and Use of Common Areas.** Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's or its Affiliates' projects. This Article shall not be amended without Declarant's prior written consent.

9.6 **Right to Annex Additional Property.** To the extent not inconsistent with Section 720.3075 of the Florida Statutes, Declarant shall have the right to annex any parcel of land within a two-mile radius of the perimeter boundaries of the property described on Exhibit A and the property identified or described on the Willowcove Park Replat; provided, however, that such right shall expire upon the earlier of: (i) when all property subject to annexation has been annexed; (ii) fifteen (15) years from the recording of the original Master Declaration; or (iii) any time limitation prescribed by law.

ARTICLE X
EASEMENTS

10.1 **Easements in Common Area.** Subject to the provisions of this Article, each Owner, and each Willowcove Park Owner, shall have the right to use and easement of enjoyment in and to the Common Area together with an easement of access to and from the Common Area, which shall be appurtenant to and shall pass with title to the Lots within Willowcove and Willowcove Park. An Owner and Willowcove Park Owner may extend his or her right to use the Common Area to his or her Invitees. An Owner who leases his or her Lot or Willowcove Park Owner who leases his or her Townhome shall be deemed to have assigned all rights to use Common Area to his or her tenants for the lease term and shall not have any right to use the Common Area during such term, except as necessary to access the Lot or Townhome. The easement and right to use the Common Area shall be subject to:

(a) The Governing Documents and any other applicable covenants;

(b) Any restrictions or limitations contained in any deed conveying the property to the Association;

(c) The Board's right to:

(i) Adopt rules regulating the use of Common Area, including without limitation, rules limiting the number of guests who may use the Common Area and charge use fees for such use;

(ii) Suspend the right of an Owner and his or her Invitees to use any Common Area for nonpayment of Assessments or violating the Governing Documents;

(iii) Dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in the Governing Documents;

(iv) Rent any portion of the Common Area on an exclusive or non-exclusive short-term basis to any person;

(v) Permit use by the general public, which use may, but need not, be subject to admission charges, membership fees, or other user fees established by the Board (unless inconsistent with any easement related thereto); and

(vi) Mortgage, pledge, or hypothecate any or all of the Master Common Area as security for money borrowed or debts incurred, subject to any approval requirements set forth in the Governing Documents.

This Section may not be amended without the written consent of the Board of Directors of Willowcove Park Homeowners Association, Inc.

10.2 Easement for Utilities. Declarant, its duly authorized agents, successors and assigns, so long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A," and the Association shall have perpetual, non-exclusive easements throughout the Community (but not through a residential dwelling) to: (i) install utilities and infrastructure to serve the Community, including without limitation, water, sewer, telephone, electric, gas, irrigation, cable, internet, and other systems for sending and receiving data and other electronic signals, drainage structures, facilities, and systems, and security services and systems; (ii) install walkways, pathways, trails, curb cuts, driveways and paved areas, street lights, and signage on property which the Declarant or Association owns or within public rights-of-way or easements reserved for such purpose (or for the installation of landscaping or utilities) on a Plat; (iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; (iv) access and read utility meters; and (v) for any other purpose in Declarant's sole discretion. The right, license, or easement granted to a utility supplier shall include the non-exclusive right to ingress and egress over any streets for access and maintenance of its equipment and facilities. Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

10.3 Declarant Easements. Declarant reserves for itself the non-exclusive right and power to record such specific easements anywhere in the Community (except through a structure) as may be necessary or appropriate, in Declarant's sole discretion, to assist in the development and operation of the Community. Declarant also reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area and Lots for enjoyment, use, access, and development of the property described in Exhibit B of the original Master Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area and Lots for construction of roads and for connecting and installing utilities. If this

easement is exercised for permanent access to any property which is not submitted to this Declaration, Declarant, or its successors or assigns, shall enter into an agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder, except to the extent such easement was created prior to the recording of the original Master Declaration.

10.4 Interference & Restoration. All work associated with the exercise of the easements described in 9.5 and 10.3 shall be performed in such a manner as to minimize, to the extent reasonably practicable, interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

10.5 Easements for Maintenance, Emergency, & Enforcement. The Association shall have an easement over the Community as necessary to fulfill its maintenance responsibilities under the Declaration. The Association shall also have an easement and the right, but not the obligation, to enter upon any Lot for emergency, security, and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Such easement and right may be exercised by the Association through its officers, directors, committee members, employees, contractors, or agents in their capacities as such and by all emergency personnel in the performance of their duties. Except in an emergency, entry shall only be during reasonable hours and after notice to the Owner. The Association, subject to any required notice, shall also have an easement and right to enter a Lot to abate a Governing Document violation and remove any improvement, structure, thing, or condition that violates the Governing Documents. Any costs incurred, including Legal Costs, shall be assessed against the Lot Owner as a Benefitted Assessment.

10.6 Easements for Maintenance of Bodies of Water and Flooding. Declarant reserves for itself, the Association, the District, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Common Areas and the Community to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation water to the Common Areas; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. Declarant, the Association, the District, and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a dwelling or other structure) adjacent to or within 50 feet of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; (b) alter in any manner and

generally maintain the bodies of water and wetlands within the Common Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in, and repair any damage resulting from, their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or for other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

10.7 Easements for Cross-Drainage. All portions of the Community and Willowcove Park shall be burdened with easements for drainage of stormwater runoff from other portions of the Community and Willowcove Park. No Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, and the District, if applicable.

10.8 Rights to Stormwater Runoff, Effluent, & Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant and its designee shall retain all such rights. Such rights shall include, without limitation, the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

10.9 Easement for Maintenance of the Surface Water and Storm Water Management System. The Declarant and the Association shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, the Declarant and the Association shall have the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the County or any governmental agency or quasi-governmental body requires or permits. Additionally, the Declarant and the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person other than Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Association's prior written approval.

10.10 Sign Easement. Declarant reserves for itself and the Master Association an easement (herein referred to as the **"Entry, Sign and Landscape Easement"**) over, upon, and across all areas designated as "**Landscape Tract," "Signage Tract," "Landscape Area," "Entryway Feature Easement Area or Tract" or "Open Space"** or identified by similar designation, on any Plat, for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access

to the Entry, Sign and Landscape Easement, or install or remove any plant or other improvement or installation placed in the Entry, Sign and Landscape Easement by the beneficiaries thereof, or obstruct the view of the Entry, Sign and Landscape Easement from the adjacent street right-of-way. All signs, walls, monuments, entry features, landscaping, utility, irrigation and other permanent improvements installed in the Entry, Sign and Landscape Easement by Declarant shall become the Master Common Area of the Master Association upon conveyance from Declarant, and the Master Association shall maintain such Entry, Sign and Landscape Easement and the improvements therein as part of the Master Common Area. In addition, Declarant and any designee of Declarant shall have the right, without the prior approval of the Master Association or any Owner, within the Entry, Sign and Landscape Easement, erect, change, move, remove, repaint, maintain, and otherwise exercise complete and unfettered control over marketing signs at all times prior to the sale of the last Lot owned by Declarant or any designee of Declarant in the Community, and all such marketing signs shall be and remain the exclusive property of Declarant (or such designee of Declarant) and shall not be deemed part of the Master Common Area owned by the Master Association. Notwithstanding anything herein to the contrary, the Master Association may assign the easements identified in this Section, including but not limited to the Sign Easement identified on the Plat for Willowcove Phase I encumbering Lot 304, to such entity or entities as it may desire who shall agree to assume the corresponding obligations with respect to the easement assigned.

10.11 Easement for Irrigation Equipment. If there is a master irrigation system for the Community, the Declarant and the Master Association shall have a perpetual, non-exclusive easement over, under and through all exterior portions of each Lot, except any area upon which buildings have been erected by Declarant or Declarant's Affiliates for the purpose of installing, maintaining, repairing, replacing and operating all irrigation equipment, systems and lines serving all or any portion of the Lots or Common Area. The foregoing easement shall not impose any obligation on the Master Association or Declarant to install any such improvements.

10.12 Roadways.

(a) The roadways within the Community **("Roadways"),** as depicted on any Plat, shall be dedicated to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements show on the Plats and any law, ordinance, or regulation governing the Community.

(b) Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in the Community and for performing any other work within the Community (including Lots) which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Master Association may adopt.

(c) The Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for Owners, law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Master Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Master Association at all times maintains systems or procedures, or both, to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

10.13 General Development Easements. The Declarant reserves for itself, its successors or assigns, a blanket easement throughout the entire Community, to allow it to take whatever action it determines is necessary or beneficial to the development or operation of the Community. This blanket easement is to allow the Declarant to construct all of its improvements in the Community, whether on Common Area or on Lots, in the manner that it deems necessary. This means that the Declarant has access and use of any Lot or Common Area as is necessary to construct any improvement within the Community. It also is reserved for the purpose of allowing the Declarant, if it deems necessary, to repair, relocated, construct, or maintain any of the improvements installed in the Community.

10.14 Willowcove Park Easements. Prior to the recording of this Amended and Restated Declaration, Willowcove Park Members were members of the Association and therefore had an easement and right to use the Common Area. One of the primary purposes of recording this Amended and Restated Declaration was to remove mandatory membership in the Association as a condition of ownership of a Townhome within Willowcove Park and to separate Willowcove Master Association, Inc. and Willowcove Park Homeowners Association, Inc. However, it is the intent and desire of both associations to preserve the easements and use rights benefitting the Members of Willowcove Park Homeowners Association, Inc. as they existed prior to the recording of this Declaration despite the fact that the Association will no longer have the authority to assess Willowcove Park Members for any costs associated with the operation, maintenance, repair, replacement, and maintenance of any Common Area maintained by the Association. In exchange, Willowcove Park Homeowners Association, Inc. has agreed to assume the operation, maintenance, repair, and replacement of certain parks and other Common Area at its expense. Notwithstanding anything herein to the contrary, the Association may not discriminate against Willowcove Park Members in its regulation of the Common Areas or otherwise and must treat them as if they were Members of the Association in all such regulation. The rights and easements provided in this Section shall not be amended without the written consent of the Board of Directors of Willowcove Park Homeowners Association, Inc. In addition to other rights and easements provided in this Article, Willowcove Park Homeowners Association, Inc., its successors, agents, and assigns, shall have the following easements as necessary to comply with the obligations assumed incident to the separation of Willowcove Park Homeowners Association, Inc. and Willowcove Master

Association, Inc.

(a) **Access Easement.** Willowcove Park Homeowners Association, Inc. and its members shall have an easement of use and enjoyment, and right of access to, Common Area, including all recreational areas and parks within the Community. The Willowcove Park Members' easement and right of access shall be subject to: (i) suspension by Willowcove Park Homeowners Association, Inc. for nonpayment of a monetary obligation or for violation of the governing documents of Willowcove Park Homeowners Association, Inc. or the Governing Documents of Willowcove Master Association, Inc.; (ii) suspension by Willowcove Master Association, Inc. for violation of its Governing Documents; and (iii) the authority of Willowcove Master Association, Inc. to adopt reasonable rules and regulations regarding the use of Common Areas, which may not discriminate against Willowcove Park Members. If Willowcove Master Association, Inc. subsequently improves any of the Common Area with additional recreational facilities, or subsequently acquires additional Common Area, property, or rights of access to additional recreational facilities, it may condition their use by Willowcove Park Members on Willowcove Park Homeowners Association, Inc.'s or its members' payment of a fair portion of the costs of such improvements or may alternatively charge a reasonable use fee to Willowcove Park Members.

(b) **Easement for Maintenance of certain Common Area.** Willowcove Park Homeowners Association, Inc. shall have an easement for the operation, maintenance, repair, and replacement of the park identified as Tract C1 on the Willowcove Phase I Plat recorded at St. Johns County Map Book 61, Page 84. Willowcove Park Homeowners Association, Inc. shall operate, maintain, repair, and replace the park identified as Tract C1 in substantial conformance with the condition it existed as of the recording of this Declaration. Substantial improvements and material alterations of the park shall require the prior approval of Willowcove Master Association, Inc. and the parties may agree to fairly apportion the costs for any substantial improvements or material alterations.

(c) **Easement for Maintenance of the Entrance Monuments and Open Space Tract.** Willowcove Park Homeowners Association, Inc. shall have an easement for the maintenance, repair, and replacement of the portion of the Common Area, entrance monuments, landscaping monuments and features, and signs located on or identified as the "Sign Easement" on Lot 304 and over any portion of the adjacent Open Space Tract B1 to the extent any of the monuments or features encroach thereon, as identified on the Willowcove Phase I Plat recorded at St. Johns County Map Book 61, Page 84. Willowcove Park Homeowners Association, Inc. shall not make any substantial improvements or material alterations to such portions of the Common Area and associated features without the consent of Willowcove Master Association, Inc., which consent shall not be unreasonably withheld.

(d) **Entrance Road Island.** Willowcove Park Homeowners Association, Inc. shall have an easement for the maintenance, repair, and replacement of the portion of the Common Area and landscaping features located on or identified as Tract B6 on the Willowcove Phase I Plat recorded at St. Johns County Map Book 61, Page 81, et seq.. Willowcove Park Homeowners Association, Inc. shall not make any substantial improvements or material alterations to such portions of the Common Area and associated features without the consent of Willowcove Master

Association, Inc., which consent shall not be unreasonably withheld.

(e) Easements for Maintenance of the Surface Water and Storm Water Management System. Willowcove Park Homeowners Association, Inc. shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System and property located on or identified as Tracts B1 and B2 of the Willowcove Park Replat recorded at St. Johns County Map Book 66, Page 86, et seq. for access to operate, maintain, repair, and replace the Surface Water and Storm Water Management System. Such portions of the Surface Water and Storm Water Management System shall be operated and maintained in accordance with the applicable permits and regulations issued by the District.

(f) Option to Convey Title. Notwithstanding the easements granted by this Section, Willowcove Master Association, Inc. may convey legal title to portions of the Property for which Willowcove Park Homeowners Association, Inc. bears the maintenance responsibility pursuant to this Section.

(g) Willowcove Master Association, Inc. Access Easement. Willowcove Master Association, Inc. and its Members shall have an easement of use and enjoyment, and right of access to, the common areas, recreational areas, parks, and sidewalks located within or constituting part of Willowcove Park. Willowcove Master Association, Inc.'s Members' easement and right of access and use shall be subject to: (i) suspension by Willowcove Master Association, Inc. for nonpayment of a monetary obligation or for violation of the Governing Documents of Willowcove Master Association, Inc. or governing documents of Willowcove Park Homeowners Association, Inc.; (ii) suspension by Willowcove Park Association, Inc. for violation of its governing documents; and (iii) the authority of Willowcove Park Homeowners Association, Inc. to adopt reasonable rules and regulations regarding the use of its common areas, recreational areas, and parks, which may not discriminate against Willowcove Master Association, Inc. Members. If Willowcove Park Homeowners Association, Inc. subsequently improves any of the Common Area with additional recreational facilities, or subsequently acquires additional common area, property, or rights of access to additional recreational facilities, it may condition their use by Willowcove Master Association, Inc.'s Members on Willowcove Master Association, Inc.'s or its Members' payment of a fair portion of the costs of such improvements or may alternatively charge a reasonable use fee to Willowcove Master Association, Inc.'s Members.

10.15 Conservation Easements. Section 704.06 of the Florida Statutes establishes the right of the District and the County (the "Easement Grantee") to accept easements for the preservation of the natural habitat (such easements shall be referred to herein as the "Conservation Easements"). Certain Conservation Easements are set forth on the Plat. There are no other Conservation Easements established by this Master Declaration; however, Declarant reserves unto itself and to the Master Association the right to grant such easements over and upon portions of the Common Area or Lots unto the Easement Grantee pursuant to Section 704.06 of the Florida Statutes. The Conservation Easements set forth on the Plat and any additional Conservation Easements so granted shall be subject to the requirements of Section 704.06, Florida Statutes, and the following provisions. For the purposes of this Master Declaration, any portion of the Common Area encumbered by a Conservation Easement shall be referred to as the **"Conservation Easement Property."**

(a) **Purpose.** The purpose of a Conservation Easement is to assure that the Conservation Easement Property will be retained forever in its existing natural condition and to prevent any use of the Conservation Easement Property that will impair or interfere with the environmental value of the Conservation Easement Property.

(b) **Prohibited Acts and Uses.** Any activity on or use of the Conservation Easement Property inconsistent with the purpose of a Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(i) constructing or placing buildings, roads, signs, billboards, or other advertising, utilities or other structures on or above the ground;

(ii) dumping or placing soil or other substances or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;

(iii) removing, mowing, trimming or destroying trees, shrubs, or other vegetation;

(iv) excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface;

(v) using the surface area of the Conservation Easement Property, except for purposes that permit the land or water area to remain predominantly in its natural condition;

(vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation;

(vii) acting upon or using the Conservation Easement Property in a manner detrimental to such retention of land or water areas;

(viii) acting upon or using the Conservation Easement Property in a manner detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance;

(ix) constructing or installing utilities on, below, or above the ground without appropriate local, state, and federal permits or other authorization; and

(x) applying of herbicides, pesticides, or fertilizers.

(c) **Reserved Rights.** The owner of record title to the Conservation Easement Property reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Conservation Easement Property, including, without limitation, the right to engage in or permit or invite others to engage in all uses of the Conservation Easement Property that are not expressly

prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

(d) **Rights of Easement Grantee.** To accomplish the purposes stated herein, the owner of record title to the Conservation Easement Property shall, grant the following rights to the Easement Grantee and Declarant:

(i) to enter upon and inspect the Conservation Easement Property in a reasonable manner and at reasonable times to determine if the Master Association, any other community association, the Owners, and Declarant or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and

(ii) to proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth therein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Property that may be damaged by any activity inconsistent with the Conservation Easement.

(e) **Easement Grantee's Discretion.** The Easement Grantee may enforce the terms of the Conservation Easement at its discretion, but if the Master Association, any other community association, Declarant, or any Owner, breaches any term of the Conservation Easement and the Easement Grantee does not exercise its rights under the Conservation Easement, the Easement Grantee's forbearance shall not be construed to be a waiver by the Easement Grantee of such term, or of any subsequent breach of the same, or any other term of the Conservation Easement, or of any of the Easement Grantee's rights under the Conservation Easement. No delay or omission by the Easement Grantee in the exercise of any right or remedy upon any breach by the Master Association, any other community association, Declarant, or any Owner shall impair such right or remedy or be construed as a waiver. The Easement Grantee shall not be obligated to Declarant, or to any other person or entity, to enforce the provisions of the Conservation Easement.

(f) **Easement Grantee's Liability.** The owner of the fee interest in the Conservation Easement Property shall retain all liability for any injury or damage to the person or property of third parties that may occur on the Conservation Easement Property. Neither Declarant, nor any Owner, nor any person or entity claiming by or through Declarant or any Owner, shall hold the Easement Grantee liable for any damage or injury to person or personal property that may occur on the Conservation Easement Property.

(g) **Acts Beyond Declarant's Control.** Nothing contained in the Conservation Easement shall be construed to entitle the Easement Grantee to bring any action against Declarant, the Master Association or any Subdivision Association for any injury to or change in the Conservation Easement Property resulting from natural causes beyond Declarant's, the Master Association's or any Subdivision Association's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Declarant under emergency conditions to prevent, abate, or mitigate significant injury to the Conservation Easement Property or to persons resulting from such causes.

(h) Recordation. Declarant shall record any Conservation Easement in a timely fashion and Declarant and the Owners of any Lots encumbered by the Conservation Easement shall re-record it by separate instrument at any time the Easement Grantee may require to preserve its rights. The Owners of any Lots encumbered by the Conservation Easement shall pay all recording costs and taxes necessary to record the Conservation Easement. Declarant will hold the Easement Grantee harmless from any recording costs or taxes necessary to record the Conservation Easement.

(i) Successors. The covenants, terms, conditions, and restrictions of the Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

(j) Restrictive Covenants Affecting Conservation Easements. No Owner or other person shall cut, remove, destroy, or otherwise disturb any plant, shrub, tree, or other vegetation within any Conservation Easement Property, nor shall any person, including, but not limited to any Owner, Declarant, and the Master Association, deposit dirt, fill, grass clippings, trash, rubbish, tree trimmings, building materials, or other waste within such easements without the prior written consent (as evidenced by any required permit or other official certification) of the Master Association, Declarant, the County, and the District.

ARTICLE XI
DISPUTE RESOLUTION & REMEDIES

11.1 Enforcement. All Members and their Invitees, and all Persons otherwise located on the Property, must comply with the Governing Documents. Members must ensure their Invitees comply with the Governing Documents and are jointly and severally responsible for any violation by their Invitees. The Association shall have the right to purse enforcement of any violation of the Governing Documents, but shall not have the obligation to enforce every violation. The Board may determine when enforcement is necessary and the nature of the enforcement to pursue in its business judgment. Its decision to not pursue enforcement in one instance shall not give rise to a claim of waiver, estoppel, abandonment, selective enforcement, or other similar defense if it chooses to enforce a similar violation in another instance. The Association may enforce the Governing Documents in any manner provided by law or in equity, which shall include, but not be limited to, the remedies stated in this Article.

11.2 Remedies. The remedies and dispute resolution processes described in this Article are optional and cumulative of all other remedies available. The Association may pursue any remedy available at law or in equity to resolve a dispute of any nature and is not obligated to pursue any particular remedy under any circumstances unless specifically required by law. The Board has the right, but not the obligation, to enforce violations of the Governing Documents and may exercise its business judgment regarding the decision of whether to pursue a remedy and which remedy to pursue under any circumstances. The Board's decision to enforce a violation of the Governing Documents or pursue a particular remedy in one instance does not obligate the Association to pursue similar violations or remedies in similar circumstances.

11.3 Remedies for Nonpayment of Monetary Obligation. In addition to any other remedy available at law or in equity, the Association shall have the following remedies available for nonpayment of any monetary obligation due to the Association:

(a) Collection of Rent. The Association shall have the authority to demand from the Owner and any tenant leasing a Lot all assessments, fines, interest, costs, late fees, attorneys' fees, and any other monetary obligation due to the Association until all delinquent amounts are paid in full. Upon written notice to Owner and tenant that all future rents shall be paid to the Association until further notice, the Owner and any tenant shall be required to make payment of rents directly to the Association until all delinquent amounts are paid in full. All rents collected by the Association shall be applied to past due interest, late fees and costs, attorneys' fees, and then to the delinquent assessment or other monetary obligation until all amounts owed the Association are paid in full. Any funds that may be collected by the Association in excess of Owner's obligation shall be credited to the Owner's assessment account by the Association to offset the next monetary obligation due.

(b) Suspension of Right to Use Common Areas & Facilities. If an Owner is more than 90 days' delinquent in paying any monetary obligation due to the Association, the Association may suspend the right of the Owner and the tenant, guest, or other Invitee to use Common Areas and facilities until the monetary obligation is paid in full. No prior committee hearing shall be required before imposition of such suspension. All such suspensions must be approved at a duly noticed board meeting, and upon approval, the Association must notify the Owner and the tenant (if any) by mail or hand delivery. Notwithstanding, the Association may not prohibit access to any Common Areas necessary to access the Owner's Lot.

(c) Suspension of Voting Rights. The Association shall have the right to suspend the voting rights of an Owner for failure to pay any monetary obligation owed to the Association to the fullest extent permitted by law. A voting interest that has been suspended may not be counted toward the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under the Homeowners' Association Act or the Governing Documents. No prior notice or committee hearing is required but the suspension must be approved at a duly noticed Board meeting and upon approval the Owner must be notified in writing via mail or hand delivery.

11.4 Remedies for Violation of Governing Documents. In addition to any other remedy available at law or in equity, the Association shall have the following remedies available to enforce the Governing Documents or resolve disputes other than for nonpayment of any monetary obligation due to the Association:

(a) Authority to Levy Fines. In addition to other remedies available, the Association may levy fines against any Owner, tenant, guest, or other Invitee for failure to comply with the Association's Governing Documents or the Homeowners' Association Act. Fines imposed against a guest, tenant, or other Invitee shall also be deemed fines against the associated Owner, jointly and severally. Fines shall be imposed in accordance with the process required by the Homeowners' Association Act, as amended from time to time, and in accordance with the

Association's Governing Documents. Fines may exceed $1,000.00 in the aggregate and the Association may establish the limits of fines, if any, in the Bylaws, rules and regulations, or by resolution, all as may be amended from time to time. Fines of less than $1,000.00 shall not constitute a lien on a Lot but fines reaching or exceeding $1,000.00 shall constitute an Assessment against, and lien encumbering, the Owner's Lot, which shall be superior to all other interests and liens except First Mortgagees of record. Such liens may be foreclosed in the same manner as other unpaid Assessments.

(b) **Suspension of Right to Use Common Areas & Facilities.** The Association may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or Invitee, to use Common Areas and facilities for the failure of the Owner or its tenant, guest, or Invitee to comply with any provision of the Governing Documents or Homeowners' Association Act. Notwithstanding, the Association may not suspend the right to use Common Areas necessary to provide vehicular and pedestrian access or utility services to the Owner's Lot.

(c) **Correct and Assess.** The Association may provide notice, except in an emergency, to a Member identifying the nature of the violation and demand that it be corrected within ten (10) days. If an emergency arises, reasonable notice under the circumstances shall be provided, which may be no prior notice. If the Member fails to correct the violation within the time provided, the Association may take any action it deems reasonable to correct the violation and levy a Benefitted Assessment against the Member and Member's Lot for the associated costs, including Legal Costs.

(d) **Instituting Litigation.** The Association may file a lawsuit in any court of competent jurisdiction for damages and to enjoin violations of the Governing Documents. The prevailing party in any such action shall be entitled to recover Legal Costs.

11.5 **Attorneys' Fees & Costs.** In any action to enforce the Governing Documents or the Homeowners' Association Act, the prevailing party shall be entitled to recover attorneys' fees and costs from the non-prevailing party or parties.

ARTICLE XII
MORTGAGEE PROVISIONS

12.1 **Mortgagee Provisions Generally.** The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Master Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

12.2 **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion

of the Community or which affects any Lot on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or material modification of any Master Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Master Association, as defined under VA Pamphlet 26-7, as it may be amended or superseded.

Otherwise, no consent from Eligible Holders shall be necessary to enable the Master Association to accomplish any of its operational duties and responsibilities or to exercise any of its rights.

12.3 **Special FHLMC Provision.** To the extent required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least 67% of the first Mortgagees or Class "A" Members representing at least 67% of the total Master Association vote consent, the Master Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Master Common Area which the Master Association owns, directly or indirectly· (the granting of easements for utilities or other similar purposes consistent with the intended use of the Master Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Lot;

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Master Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Master Declaration; or

(e) Use hazard insurance proceeds for any Master Common Area losses for

other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Master Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Master Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Master Association.

12.4 **Other Provisions for First Lien Holders.** To the extent not inconsistent with Florida law and in addition to the provisions in this Master Declaration:

(a) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Master Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than 50% of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

12.5 **Amendments to Documents for Mortgagee Provisions.** The following provisions do not apply to (x) amendments to the Governing Documents or termination of the Master Association, if the same result is solely on account of destruction, damage, or condemnation pursuant to Section 12.4(a) and (b), or (y) to the annexation of land, otherwise:

(a) The consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Class "B" Control Period, and the approval of the Eligible Holders of first Mortgages on Lots to which at least 67% of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Master Association.

(b) If and to the extent FHA, HUD or VA is insuring or guaranteeing any Mortgage on any Lot, the consent of at least 67% of the Class "A" votes, and the consent of Declarant, during the Class "B" Control Period, shall be required to amend any material provisions of the Master Declaration, Bylaws, or Articles of Incorporation, or to add any material provisions thereto which establish, provide for, govern, or regulate any of the following:

(i) voting;
(ii) assessments, assessment liens, or subordination of such liens;
(iii) reserves for maintenance, repair, and replacement of the Common Maintenance Area;
(iv) insurance or fidelity bonds;
(v) rights to use the Common Maintenance Area;
(vi) responsibility for maintenance and repair of the Community;

(vii) expansion or contraction of Community or the addition, annexation, or withdrawal of property to or from the jurisdiction of the Master Association;

(viii) boundaries of a Lot;

(ix) leasing of Lots;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot;

(xi) establishment of self-management by the Master Association where professional management has been required by an Eligible Holder; or

(xii) any provisions included in the Governing Documents which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Lots.

12.6 Construction of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Master Declaration, the Bylaws, or Florida law for any of the acts set out in this Article.

12.7 No Priority. No provision of this Master Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

12.8 Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

12.9 Failure of Mortgagee to Respond. Any Mortgagee (and for purposes of this paragraph "Mortgagee" shall include FHA, VA, HUD, FNMA, FHLMC, or other similar governmental or quasi-governmental agency) who receives a written request from the Board to respond to or consent to any action, shall be conclusively deemed to have irrevocably approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Master Association's request, provided such request is delivered to the Mortgagee by certified mail, return receipt requested; or overnight delivery by a nationally recognized courier that provides tracking and receipt services; or personal delivery.

12.10 HUD/VA Approval. As long as there is a Class "B" Membership, the following actions shall require the prior approval of HUD or the VA, if either such agency has granted project approval for such Mortgages and the approval of Declarant and 67% of the Class "A" Members: merger, consolidation, or dissolution of the Master Association; annexation of additional property other than that described in Exhibit "B"; dedication, conveyance (other than to correct errors on property descriptions or other inconsequential or immaterial conveyances), or mortgaging of Master Common Area; or material amendment of this Master Declaration or the By-Laws. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

ARTICLE XIII
CDD & OTHER RESTRICTIONS

13.1 Sonoc Company Deed Restrictions. The Property is subject to those certain restrictions, covenants and agreements set forth in that certain Special Warranty Deed from Sonoc Company, LLC ("Sonoc") to Declarant recorded April 24, 2006 in Official Records Book 2689, Page 463, Public Records of St. Johns County, Florida (the "Sonoc Company Deed Restrictions"). Each Owner acknowledges that ownership, improvement, occupancy and use of their Lot and the Master Common Area shall be subject to and in compliance with the Sonoc Company Deed Restrictions, which include, without limitation, although the reference thereto herein shall not operate to reimpose same, the following:

(a) Development Criteria and Use and Density Restrictions applicable to the Property and Community, including all Lots and Common Areas;

(b) Covenants, agreements and restrictions relating to the Surface Water and Stormwater Management System, the CDD Pond, landscaping maintenance and irrigation;

(c) Prohibition on development, marketing or use of the Property for a residential community which qualifies as "housing for older persons" (as defined in the Sonoc Company Deed Restrictions prior to January l, 2013 without prior written consent of Sonoc;

(d) Utilities, telecommunications and access easements, covenants and rights in favor of Sonoc;

(e) Review and approval by Sonoc of entry features, guard houses, master landscaping, signage and other improvements at certain entranceways to the Property;

(f) Non-exclusive access easements to the Nocatee Greenway for Sonoc and its successors and assigns.

Each Owner should refer to the Sonoc Company Restrictions to confirm the specific terms and conditions and their effect on the ownership, improvements, occupancy and use of the Master Common Areas and Lots.

13.2 Tolomato Community Development District. The Community is a part of the Tolomato Community Development District ("CDD") created pursuant to the provisions of Chapter 190, Florida Statutes. In that each Lot is part of the CDD, by acceptance of the deed conveying the Lot, each Owner shall be deemed to covenant and agree to pay any and all taxes, fees and assessments imposed in connection with the CDD.

The CDD has previously issued debt (Series 2006 Bonds) to fund master infrastructure costs and a portion of that bond issue was allocated to the Community, and a portion of that amount has been allocated against each Lot in the Community. The CDD has assessed each parcel of real estate (including each Lot) to provide a means to repay said 2006 Bonds. It is anticipated that

additional series of bonds will be issued by the CDD for master infrastructure that will also result in a separate assessment against the Lots within the Community. The CDD may also issue bonds to fund the neighborhood infrastructure for the Community and each Lot in the Community may be assessed to repay those bonds. Further, each year the CDD will also make a separate assessment to pay for the operation and maintenance of CDD facilities and common areas including: the amenity center, street lights, landscape maintenance, landscape irrigation, etc. There is a cap on the total annual assessment for the repayment of bonds the proceeds of which were used to pay for master infrastructure, but there is no cap on operation and maintenance assessments or assessments for bonds the proceeds of which are used to pay for neighborhood infrastructure. Funds necessary for the payment of the annual capital costs of master and neighborhood infrastructure bonds, along with the operation and maintenance costs, are collected through annual assessments against Lots within the Community and appear on the tax bills prepared and collected by the St. Johns County Tax Collectors Office with respect to those Lots. The operation and maintenance assessments are subject to adjustment each year depending on levels of service desired by the CDD and the costs of operation and maintenance contracts. The operation and maintenance annual assessments will be set by the CDD Board of Supervisors after the annual budget is adopted. Each summer the Board will hold annual budget hearings which are open to the public.

The following additional disclosure is hereby provided with respect to the CDD:

THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS FOR CERTAIN PUBLIC FACILITIBS AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

Each Owner, by acceptance of title to a Lot, acknowledges and agrees that (i) all information and disclosures provided to such Owner with respect to the CDD by Declarant, Declarant's Affiliates and any employee or agent of Declarant or Declarant's Affiliates, whether in this Master Declaration or otherwise, shall be for information purposes only and that such parties have made no warranty or representation regarding the accuracy or completeness of same, (ii) neither Declarant, Declarant's Affiliates, the Master Association nor any of their respective officers, directors, employees or agents have made any warranties or representations regarding the amount or any change (or lack of change) in the amount of any levies, taxes, assessments, fees, charges or other sums or costs imposed by the CDD upon the Community or the Owner's Lot and (iii) by virtue of their acceptance of the deed or other instrument transferring title to their Lot, they shall be deemed to have agreed to release the foregoing parties from all claims, liabilities or expenses relating to the CDD or any levy, tax, assessment, fee, charge or sums imposed by the CDD.

13.3 **Nocatee DRI.** The Community and each Lot are located within a planned unit development and Development of Regional Impact ("DRI") generally known and identified as Nocatee Development of Regional Impact. The development of the Property is governed by a development order (the "Development Order") which has been adopted by St. Johns County, Florida, under Ordinance No. 2001-30 and 2006-95 as now or hereafter amended from time to time. Each Owner, by acceptance of title to their Lot, acknowledges that they shall adhere to all development and design conditions contained in the Development Order, in addition to all architectural reviews, which may be required pursuant to the Development Order and the Governing Documents.

ARTICLE XIV
CONDEMNATION, PARTITION, & DEDICATION

14.1 **Condemnation.** Whenever any part of the Master Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice. The award made for such taking shall be payable to the Master Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Master Common Area on which improvements have been constructed, the Master Association shall restore or replace such improvements on the remaining land included in the Master Common Area to the extent practicable, unless, within 60 days after such taking, Members entitled to cast at least 67% of the total Class "A" votes shall otherwise determine. Any such construction shall be in accordance with plans the Board approves. The Board may levy a Special Assessment if the proceeds received from condemnation are insufficient to perform such construction.

If the taking does not involve any Master Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Master Association and used for such purposes as the Board shall determine.

14.2 **Partition.** Except as permitted in this Master Declaration, the Master Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Master Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property that may or may not be subject to this Declaration.

14.3 **Transfer or Dedication of Master Common Area.** The Association may convey, dedicate, or otherwise transfer portions of the Master Common Area to the County or to any other local, state, or federal governmental or quasi-governmental entity, with the consent of at least two-thirds of the Owners and such other approval as may be required by this Declaration.

ARTICLE XV
DISCLOSURES & WAIVERS

15.1 NO LIABILITY FOR THIRD PARTY ACTS. OWNERS AND OCCUPANTS OF LOTS, AND THEIR RESPECTIVE GUESTS AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN PERSONAL SAFETY AND FOR THEIR PROPERTY IN THE COMMUNITY. THE ASSOCIATION MAY, BUT IS NOT OBLIGATED TO, MAINTAIN OR SUPPORT CERTAIN ACTIVITIES WITHIN THE COMMUNITY WHICH ARE INTENDED TO PROMOTE OR ENHANCE SAFETY OR SECURITY WITHIN THE COMMUNITY. HOWEVER, THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE COMMUNITY, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. THE ASSOCIATION DOES NOT UNDERTAKE ANY DUTY TO PROVIDE SECURITY AND NO ACTION OR OMISSION IN THE FUTURE SHALL EVER BE INTERPRETED TO IMPLY THAT THE ASSOCIATION HAS UNDERTAKEN SUCH A DUTY.

NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING, WITHOUT LIMITATION, FIRE PROTECTION, BURGLAR ALARM, OR OTHER SECURITY MONITORING SYSTEMS, (OR IF THERE IS ANY GATE OR OTHER MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE COMMUNITY), CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR MEASURES UNDERTAKEN WILL PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND SHALL BE RESPONSIBLE FOR INFORMING ITS TENANTS, ALL OCCUPANTS, AND INVITEES OF ITS LOT THAT THE ASSOCIATION, THE BOARD, AND ITS COMMITTEES ARE NOT INSURERS OR GUARANTORS OF SECURITY OR SAFETY AND THAT EACH PERSON WITHIN THE COMMUNITY ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING LOTS AND THE CONTENTS OF LOTS, RESULTING FROM ACTS OF THIRD PARTIES. ANY GATE OR OTHER MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE COMMUNITY MAY BE LEFT OPEN OR UNATTENDED, FROM TIME TO TIME OR AT ANY TIME TO FACILITATE ACCESS BY CONTRACTORS, SUBCONTRACTORS, INSPECTORS, BROKERS, SALESPERSONS AND OTHERS TO ANY SALES OFFICE OR LOTS THAT ARE UNDER CONSTRUCTION OR FOR SALE.

15.2 VIEW IMPAIRMENT. NEITHER DECLARANT, NOR DECLARANT'S AFT1LIATES NOR THE ASSOCIATION GUARANTEE OR REPRESENT THAT ANY VIEW OVER AND ACROSS THE LOTS OR ANY OPEN SPACE OR ANY OTHER PORTION OF THE COMMUNITY WITHIN THE COMMUNITY WILL BE PRESERVED WITHOUT IMPAIRMENT. NEITHER DECLARANT, NOR DECLARANT'S AFFILIATES NOR THE MASTER ASSOCIATION SHALL BE OBLIGATED TO RELOCATE, PRUNE, OR THIN TREES OR OTHER LANDSCAPING. THE MASTER ASSOCIATION (WITH RESPECT TO THE COMMON AREA) AND

DECLARANT HAVE THE RIGHT TO RELOCATE, PRUNE, THIN, OR ADD TREES AND OTHER LANDSCAPING FROM TIME TO TIME SUBJECT TO APPLICABLE LAW. ANY EXPRESS OR IMPLIED EASEMENTS FOR VIEW PURPOSES OR FOR THE PASSAGE OF LIGHT AND AIR ARE HEREBY EXPRESSLY DISCLAIMED.

15.3 WATER MANAGEMENT. EACH OWNER ACKNOWLEDGES AND AGREES THAT SOME OR ALL OF THE WATER FEATURES, IF ANY, OR WETLANDS IN OR ADJACENT TO THE COMMUNITY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED SOLELY AS AESTHETIC FEATURES. DUE TO FLUCTUATIONS IN WATER ELEVATIONS WITHIN THE IMMEDIATE AREA, WATER LEVELS WILL RISE AND FALL. EACH OWNER FURTHER ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION DOES NOT HAVE, AND IS NOT OBLIGATED TO EXERT, CONTROL OVER SUCH ELEVATIONS. THEREFORE, EACH OWNER AGREES TO, AND DOES BY PURCHASE OF A LOT, RELEASE AND DISCHARGE THE ASSOCIATION FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, DAMAGES, AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, RELATED TO OR ARISING OUT OF ANY CLAIM RELATING TO SUCH FLUCTUATIONS IN WATER ELEVATIONS. OWNERS SHALL NOT ALTER, MODIFY, EXPAND, OR FILL ANY WATER FEATURES OR WETLANDS LOCATED WITHIN OR IN THE VICINITY OF THE COMMUNITY WITHOUT THE PRIOR WRITTEN APPROVAL THE ASSOCIATION, AND ANY LOCAL, STATE, OR FEDERAL REGULATORY OR PERMITTING AUTHORITIES AS MAY HAVE RELEVANT JURISDICTION OVER SUCH MATTERS.

THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO LIFEGUARDS FOR THE WATERWAYS. ANY INDIVIDUAL USING THE WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE. EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, ACKNOWLEDGES THAT THE WATERWAYS MAY BE DEEP AND DANGEROUS. NEITHER THE ASSOCIATION NOR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS, OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY WATERWAY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING THEM DO SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS 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 WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY 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 OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ARTICLE XVI
AMENDMENT & MISCELLANEOUS PROVISIONS

16.1 Amendment. Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing at least 67% of the Association's total Class "A" votes. Amendment of any provisions pertaining to the Surface Water and Storm Water Management System requires the District's approval. Amendments to this Declaration must be executed in the manner required for execution of deeds and shall be effective upon recording in the public records.

16.2 Binding Effect. This Declaration shall constitute covenants at law and equitable servitudes running with the land which shall bind the Property and inure to the benefit of the Association, Owners, and their respective legal representatives, heirs, successors and assigns. By acquiring an interest in any portion of the Property, such person shall be subject to the provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

16.3 Severability. If any provision of this Declaration shall for any reason be held invalid, illegal, or unenforceable, such provision shall not affect the validity or enforceability of any other provision of this Declaration. Any such provision shall be construed in the broadest manner possible to effectuate the intended purpose of the provision while avoiding the invalid, illegal, or unenforceable portion thereof to the narrowest extent possible to effectuate the intended purpose. In any such event, the remaining provisions of this Declaration shall remain valid and enforceable.

16.4 Notices. Any notices permitted or required to be disseminated to Members shall be deemed given when placed in the mail, postage prepaid, and addressed to the Member to the most recent address provided by the Member in writing to the Association for the purposes of receiving official correspondence. Any notices permitted or required to be disseminated to the Association shall be sent to the Registered Agent or other address designated by the Board and shall be deemed given on the date indicated as received on the return receipt or other receipted delivery document.

16.5 Construction of Provisions. When the word "including" appears in the Governing Documents, it shall be deemed to be followed by a non-exhaustive list for demonstrative purposes and shall be interpreted to include the phrase "but not limited to" immediately thereafter, whether or not expressly stated in the pertinent provision. The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used

to alter or interpret the provisions herein, except that capitalized terms shall assume the definitions described in the Governing Documents. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders. In any action to interpret or enforce the Governing Documents, the deciding authority shall not interpret any provision against the drafter, the party seeking to enforce them, or with deference to the party against whom it is being enforced. Instead, the interpreting authority shall interpret the Governing Documents in a neutral, non-deferential manner.

{Signatures appear on following page}

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration on the dates and years written below.

WITNESSES	WILLOWCOVE MASTER ASSOCIATION, INC.
Signature of Witness 1	Signature of President
Nancy E McKenzie Printed Name	John J. DeBiase Printed Name
7-31-17 Date	7.31.17 Date
Signature of Witness 2	Signature of Secretary
Laura Vieneier Printed Name	Stuart Keller Printed Name
7.31.17. Date	7/31/17 Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 31 day of July, 2017, by John Debiase, as President and by Stuart Keller, as Secretary of Willowcove Master Association, Inc.

NOTARY PUBLIC STATE OF FLORIDA
CINDY MUNERA
MY COMMISSION # FF 941996
EXPIRES: April 8, 2020
Bonded Thru Budget Notary Services

(Signature of Notary Public – State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known or Produced Identification
Type of Identification Produced: _____.

EXHIBIT A
PROPERTY SUBJECT TO DECLARATION

Willowcove Phase I

ALL THOSE TRACTS OR PARCELS OF LAND shown on that certain plat of WILLOWCOVE PHASE I, according to the plat thereof, as recorded in Plat Book 61, Pages 81 through 91, of the Public Records of St. Johns County, Florida, as such properties may be replatted from time to time or as such plat may be revised or amended.

Willowcove Phase II

The property described and depicted in Map Book 65, Pages 72-84, inclusive, of the Public Records of St. Johns County, Florida.

Adjacent Portions of Surface Water and Storm Water Management System

Tracts B1 and B2 as identified in the Willowcove Park Replat, recorded at Map Book 66, Page 86-90, of the Public Records of St. Johns County, Florida.