

Prepared by:
McCabe & Ronsman
110 Solana Road, Suite 102
Ponte Vedra Beach, Florida 32082

**CERTIFICATE OF AMENDMENT
FOR
AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE PRESERVE AT PONTE VEDRA LAKES**

COMES NOW the undersigned President of **THE PRESERVE AT PONTE VEDRA LAKES HOMEOWNERS ASSOCIATION, INC.** (“Association”) and hereby certifies the following:

1. That the Developer established the Declaration of Easements, Covenants, Conditions and Restrictions for The Preserve at Ponte Vedra Lakes, recorded in Official Records Book 4266, Page 537, of the Public Records of St. Johns County, Florida (“Original Declaration”);
2. That the Original Declaration was amended by that First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for The Preserve at Ponte Vedra Lakes, recorded in Official Records Book 4269, Page 565 of the Public Records of St. Johns County, Florida; and
3. That the attached **AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT PONTE VEDRA LAKES** was duly adopted by securing the written consent of the Owners holding not less than two-thirds (2/3) of the votes in the Association, in accordance with the terms of the Original Declaration.

[Remainder of page intentionally left blank – signature page to follow]

IN WITNESS WHEREOF, THE PRESERVE AT PONTE VEDRA LAKES HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 28th day of March, 2023.

Witnesses

[Signature]
Signature of Witness

Stewart V. Cleveland
Printed

[Signature]
Signature of Witness

Diana Hunter
Printed

THE PRESERVE AT PONTE VEDRA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]
Name: Sharon Cleveland
Title: President

ATTEST:

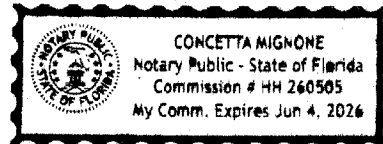
By: [Signature]
Name: Wendy Alexaitis
Title: Secretary

STATE OF FLORIDA
COUNTY OF St. John

The foregoing instrument was acknowledged before me this 28th day of March, 2023, by Sharon Cleveland, as President and by Wendy Alexaitis, as Secretary of The Preserve at Ponte Vedra Lakes Homeowners Association, Inc.

[Signature]
(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: Florida Driver License



**AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE PRESERVE AT PONTE VEDRA LAKES**

RECITALS:

WHEREAS, DFH Land, LLC, a Florida limited liability company (“**Developer**”), subjected certain land owned by them to the Declaration of Easements, Covenants, Conditions and Restrictions for Preserve at Ponte Vedra Lakes, recorded in Official Records Book 4266, Page 537 of the public records of St. Johns County, Florida (“**Declaration**”), which Declaration has been amended by the First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the Preserve at Ponte Vedra Lakes, recorded in Official Records Book 4269, Page 565, of the public records of St. Johns County, Florida.

WHEREAS, Association is now fully developed and Developer has turned over control to the Association.

WHEREAS, the Association is desirous of amending the Declaration and the number of amendments would make it difficult to read and interpret the Declaration and the Association desires to restate the Declaration and incorporate all amendments into a single document to make it easier to locate related provisions and to bring the Declaration into compliance with existing Florida Statutes, and to eliminate any inconsistencies or ambiguities contained in the Declaration.

WHEREAS, pursuant to its power set forth in Article XII, Section 12.7, the Association has the right to amend the covenants and restrictions upon securing the written consent of the Owners holding two-thirds (2/3) of the voting interests in the Association.

WHEREAS, the Owners holding not less than two-thirds (2/3) of the voting interests in the Association have consented in writing to this Amendment, and copies of their signed Consent and Joinder forms are attached hereto.

NOW, THEREFORE, Association hereby amends and states the Declaration and in full and all references to the Declaration shall mean and refer to this instrument which is hereby substitutes in its entirety for the Declaration and amendments thereto. The Declaration shall read in its entirety as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Defined Terms**. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

(a) “**ARB**” means the Architectural Review Board of the Association.

(b) “**Articles**” means the Articles of Incorporation for the Association, as amended from time to time.

(c) “**Assessment**” means and includes all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments (as hereinafter defined).

(d) "Association" means **THE PRESERVE AT PONTE VEDRA LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

(e) "Board of Directors" means the Board of Directors of the Association.

(f) "Bylaws" means the Bylaws of the Association as amended from time to time.

(g) "Common Property" means all of the Property, except the Lots, together with any improvements thereon, and all personal property intended for the common use and enjoyment of the Owners, and any area within the Property which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas. The Common Property is not dedicated for use by the general public. The Common Property shall specifically include, without limitation, sign and landscape easements (including, but not limited to, those shown on the plat of the Property), entry features (including easement, sign, landscaping, lighting, any perimeter fencing or walls, all landscaping not located within a Lot, any gates, the Stormwater Management System (defined below), as shown on the Plat of the Property.

(h) "Common Roads" means the roads in the Property which provide ingress and egress to each Lot, residence, or any part of the Property, and shall consist of Marsh Cove Drive, Whatley Lane and Davin Court along with any walkways, sidewalks or other similar improvements in the right of way. The Common Roads shall be considered to be a part of the Common Property.

(i) "County" means St. Johns County, Florida.

(j) "Declaration" means this Declaration of Easements, Covenants, Conditions and Restrictions, as it may hereinafter be amended and supplemented from time to time.

(k) "Developer" means **DFH LAND, LLC**, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Property. Reference in this Declaration to **DFH LAND, LLC**, as the Developer under this Declaration is not intended and shall not be construed to impose upon **DFH LAND, LLC**, any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from **DFH LAND, LLC**, and develop and resell the same. Developer may also be an Owner for so long as Developer shall be the record owner of any Lot. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. In addition, in the event that any person or entity obtains title to all of the property owned by Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer as a result of foreclosure or deed in lieu thereof, such person or entity may elect to become the Developer by written election recorded in the public records of the County, and regardless of the exercise of such election, such person or entity may appoint the Developer or assign any rights of Developer to any other party which acquires title to all or any portion of the Property by written appointment recorded in the public records of the County. In any event, any subsequent Developer shall not be liable for any actions, defaults, or obligations incurred by any previous Developer, except as may be expressly assumed by the subsequent Developer.

(l) "Initial Improvements" means the initial, original construction of Residences, and related improvements (i.e. roadways, water sewer utilities and common property) and initial landscaping upon the Lots constructed by Developer or those builders specified by Developer.

(m) "Lot" means any plot of land intended as a site for a Residence and shown upon any duly recorded subdivision plat of the Property. References herein to "Lot" shall also include the Residence and all improvements thereon, unless specifically set forth to the contrary. In the event that Developer conveys a Lot together with all or part of an adjacent Lot (such combination of Lots being hereinafter referred to as a "**Reconfigured Lot**") to one Owner who constructs only one single family dwelling unit thereon, such reconfigured Lot shall be deemed to be a "Lot" and subject to one Assessment and entitled to one vote and except as specifically set forth herein all references to the "Lot" means and include "Reconfigured Lots". Provided, however, if such a combined Reconfigured Lot is subsequently developed with an additional Residence it shall be deemed to constitute two Lots and be entitled to two (2) votes and be liable for payment of two Assessments.

(n) "Member" means a person entitled to membership in the Association, as provided in this Declaration.

(o) "Mortgage" means any bona fide first mortgage encumbering a Lot as security for the repayment of a debt obligation.

(p) "Mortgagee" means any bank, savings and loan association or other recognized institutional lender, any insurer or guarantor of Mortgages (including without limitation, the Veteran's Administration or the Federal Housing Administration) or holder of Mortgages in the secondary market holding a Mortgage now or hereafter placed upon the Lot, including Developer.

(q) "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.

(r) "Property" means that certain real property described as such in the Recitals above.

(s) "Residences" means any single family residential dwelling constructed or to be constructed on or within any Lot.

(t) "Stormwater Management System" means a system 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, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II

MUTUALITY, BENEFITS AND BURDENS

Section 2.1 **Mutuality**. This Declaration and the covenants, restrictions and agreements contained herein are made for the mutual and reciprocal benefit of each Lot or parcel contained within the Property. This Declaration is intended to create mutual obligations upon each Lot and parcel within the Property in favor of each and every other Lot and parcel within the Property, to create reciprocal rights between all of the Owners and to create privity of contract and an estate between the grantees of each and every Lot and parcel within the Property and their successors, heirs and assigns.

Section 2.2 **Owner's Benefits and Burdens**. Each Owner shall by taking title to any Lot agree to abide by all terms, provisions, agreements, covenants, restrictions and conditions contained in this Declaration and shall be entitled to the benefits and burdens contained therein.

ARTICLE III

ASSOCIATION

Section 3.1 **Members.** Every Owner shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from the title to each Lot, and shall be transferred automatically by conveyance of the title to any Lot, whereupon the membership of the previous Owner shall automatically terminate. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and in such case the beneficial Owner shall retain the membership in the Association.

Section 3.2 **Voting Rights.** The Association shall have two classes of voting membership.

(a) **Class A.** Class A Members shall be all Owners, with the exception of Developer, while Developer is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust or other entity (with exception of Developer) such entity shall be subject to applicable rules and regulations for such entities contained in the Articles and Bylaws. Provided however, if an Owner owns a Reconfigured Lot, for so long as such Reconfigured Lot contains only one single family Residence, the Owners thereof shall have only one vote in Association matters.

(b) **Class B.** The Class B Member shall be Developer and shall be entitled to ten (10) votes for each Lot owned or intended to be a part of this Association. The Class B Membership shall cease and be converted to Class A Membership upon the earlier of the following events:

- (i) Ten (10) years after the recording of this Declaration; or
- (ii) Such earlier date as Developer, in its sole discretion, may determine; or
- (iii) Upon the occurrence of any of the events listed in Section 720.307 Florida Statutes (a) through (f); and
- (iv) Despite anything contained herein, the provisions of current Section 720.307 (1) and (2) Florida Statutes shall control with regard to the election of Board Members.

ARTICLE IV

COMMON PROPERTY AND EASEMENTS

Section 4.1 **Common Property.**

(a) **Title.** Developer shall retain title to the Common Property until such time as it has completed any improvements thereto, and unless Developer sooner conveys such Common Property or any portion thereof to the Association by recorded instrument, all remaining Common Property not deeded to the Association shall be deemed conveyed to the Association, without further act or deed by the Developer, within ninety (90) days of the date of termination of Class B Membership. The Common

Property shall be held by the Association for the benefit of the Association. The Developer may terminate the designation of land as Common Property prior to its conveyance to the Association, without the consent or joinder of any Owner or Institutional Mortgagee. Regardless of the prior sentence, the Developer shall not withdraw any Common Property if, any such withdrawal of Common Property will materially and adversely affect any Lot, or should such withdrawal materially and adversely affect access to such Lot, visibility available on such Lot, or the drainage of such Lot without the consent and joinder of the Owner of such Lot. The Developer shall have the right to add to the Common Property in its sole discretion at any time prior to conveyance to the Association. No transfer of the title to any Lot, and no provision in any deed or other instrument of conveyance of any interest in any Lot shall pass any rights in and to the Common Property, except as expressly enumerated in this Declaration. Upon execution, delivery and recording of deeds conveying the Common Property, the Association shall be deemed to have accepted the conveyances effected by such deeds. The withdrawal or addition of land to the Common Property shall be reflected in an amendment to this Declaration. Once land is withdrawn, the Owners shall have no further rights to or in such land. The only land belonging to Developer which shall be included herein shall be such land as is specifically described in Exhibit "A" to this Declaration or attached to an amendment to this Declaration. If necessary, the Association shall execute such deeds, assignments or other documents as may be required to achieve a withdrawal of land by the Developer.

(b) Easement of Enjoyment. Subject to the limitations provided in this Declaration, All Owners, their guests and their invitees are hereby granted a nonexclusive right and perpetual easement of enjoyment in and to the Common Property which easements are appurtenant and shall pass with the title to every Lot. All owners, their guests, invitees, agents, employees, emergency service providers, police, fire, delivery services, U.S. Mail carriers, employees of utility companies who are authorized by the Association and any other persons who may be authorized by the Developer or the Association shall have a perpetual but non-exclusive right of egress and ingress over the paved portions of the Property designated as roadways. However, all such easements shall be subject to the following:

- (1) The right of the Association to take such steps reasonably necessary to protect the Common Property against foreclosure.
- (2) The right of Developer or the Association to grant easements and rights of way, as may be deemed appropriate for the proper development and maintenance of the Property, including, without limitation, Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and to provide utilities over all Common Property and including but not limited to easements designated on any plat.
- (3) The rights of the owners of the Common Property to dedicate, convey or transfer all or any part of the Common Property (upon the consent of the Developer and 2/3 vote of the total votes of the Association) to any public agency, utility, authority or other similar entity and to mortgage same.
- (4) All provisions of this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association and any plat of any part of the Property.
- (5) The rules and regulations governing the use and enjoyment of the Common Property adopted by the Association or the Developer.
- (6) All easements and restrictions of record affecting any part of the Common Property.
- (7) Rights reserved to the Association to add or withdraw land from the Common Property.

(c) Maintenance. It shall be the duty of the Association to manage and maintain the Common Property in a clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall commence upon the completion of any improvements upon the Common Property, irrespective of which entity holds title thereto, and shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as a part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The Association shall also maintain all landscaping on the Common Property provided that neither Developer nor the Association shall be deemed to be a guarantor of such landscaping. The cost of landscaping shall be a part of the annual Assessments. Maintenance of the Common Property shall be conducted in such a manner as to be in accord with any and all permits issued by any applicable governmental agencies, to include but not limited to such permits issued by the United States Army Corps of Engineers, ("ACOE"), Florida Department of Environmental Protection, St. Johns River Water Management District, ("SJRWMD"), the County and in accordance with all regulations, rules, statutes, requirements, pronouncements of governmental agencies having jurisdiction over the Storm Water Management System. The Board of Directors of the Association shall oversee all maintenance and the expense for maintenance shall be a common expense to be assessed to the Owners pursuant to this Declaration.

(d) Restrictions on Access. The Developer and the Association shall have the right to deny access to the Property to any person, who is believed to be a nuisance, likely to create or assist in the creation of any nuisance or disturbance. The Developer and the Association shall have the right but shall not be obligated to control traffic on any roadway within the Property and shall be entitled to exclude any vehicular traffic or vehicle that the Developer or the Association believes may create a nuisance or create a danger to the authorized users of such roadways. The Developer or the Association shall have the right to control parking on any roadway on the Property and shall be entitled to remove any fence, wall, hedge, bush, plant, tree or any other structure which the Developer or the Association believes obscures the vision of motorists utilizing the roadways on the Property. Determination as to whether to exercise any right hereunder shall be at the sole discretion of the Developer or the Association and further, the rights reserved hereunder shall not be considered to be an obligation of the Developer or the Association. Upon dedication to the public, the terms contained in this paragraph shall be of no further effect.

(e) Changes to Roadways. The Developer, its successors, assigns shall be entitled to dedicate to the public use any Roadway on the Property, so long as any applicable governmental entity shall consent, all or any part of the Roadways on the Property and shall have the right to alter, relocate or terminate any Roadway or easement without the consent or joinder of any party. The provisions of this paragraph notwithstanding, no Lot may be denied access to a street or highway as a result of any change to a Roadway.

Section 4.2 Easements.

(a) Blanket Easement. Developer reserves for itself, its successors and assigns, a nonexclusive, perpetual, alienable blanket easement for the benefit of the Property upon, across, over, through, and under any Roadway, right of way and the Common Property for ingress, egress, installation, replacement, repair, use and maintenance of all utility and service lines and service systems, utility poles or equipment, public and private, including, but not limited to, water, sewer, drainage, irrigation systems, telephones, electricity, gas (propane or natural) television cable or communication lines and systems, and police powers and services, firefighting services, supplied by the local, state and federal governments. This easement shall in no way affect any other recorded easements on the Property.

(b) Lot Easement. Developer reserves for itself, its successors and assigns a perpetual, nonexclusive easement over, under and across a five feet (5') strip at the front for the installation, repair and maintenance of all utilities, including without limitation water, sewer, electrical, cable, telephone, drainage, and irrigation lines.

(c) Cable Easements. Developer reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, exclusive easement for the installation, maintenance, and supply of radio and television cable over, under and across the rights of way and easement areas on any recorded plat of the Property. If the Association elects to enter into a "bulk rate contract" for cable television, cable television service shall be supplied to each Lot and each Owner shall be required to pay all costs in connection therewith.

(d) Right to future Easements. Developer shall be entitled to place further easements and restrictions on any Lot, Roadway, right of way and the Common Property while Developer owns any portion thereof, such additional or future easements shall not unreasonably interfere with the use and enjoyment of a Lot, Roadway, right of way or the Common Property, further, such additional or future easement shall not have significant detrimental effect on any improvements constructed thereon.

(e) Easement for the Purpose of Maintenance. The Developer or the Association, their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain the Common Property, the Roadways, right of way, the Storm Water Management System, St Johns County Utility Department ("SJCUD") easements, Beaches Energy easements or such other property which the Developer or Association is required to maintain.

(f) Easement for Facilitation of Construction. The Developer reserves the right to itself, its successors and assigns to construct model homes, temporary sales offices, temporary construction offices, temporary storage facilities for construction materials on Developer's property as may be normally utilized in the construction and sale of homes in sub-divisions substantially similar to that being constructed on the Property. Further, Developer or any other builder owning a Lot shall be entitled to such access as may be reasonably necessary in order to construct improvements on any Lot owned by such Developer or builder.

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

(h) Landscape Buffer. The Developer or the Association, their successors or assigns shall have an easement on and over any Lot or the Common Property as may be necessary to maintain the landscape buffer (variable width) running along the perimeter and in other areas of the Property. The

Association shall maintain, repair or replace the landscaping which is installed by the Developer in the Landscape Buffer, as necessary.

Section 4.3 Plat Easements and dedications. The Plat provides that the Association, Inc., shall receive ownership and be responsible for maintenance of Tracts A, C, D, E, F, G, H, I, and J as indicated on the Plat, attached hereto as Exhibit "A". Developer or its successors and assigns shall be responsible for maintenance of those tracts listed in this Section 4.3 and the Assessments provide under Article VII shall be used for such maintenance. The Developer and/or the Association have granted St Johns County Utility Department, Beaches Energy, AT & T/ Bellsouth Tower Communications, LLC, St Johns Service Company, SBA Towers VIII, LLC and MetroPCS, LLC easements and dedicated certain property as indicated on the Plat, attached hereto as Exhibit "A".

Section 4.4 Additional Easements. The Developer and its assigns shall have the authority to enter into any additional easements necessary or beneficial to facilitate the provision of utilities and services to the Property.

ARTICLE V

STORM WATER MANAGEMENT SYSTEM AND LAKES

Section 5.1 Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system(s) and the lakes located on the Property. Maintenance of the surface water or stormwater management system(s) and lakes shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system and lakes shall be as permitted or, if modified, as approved by the St. Johns River Water Management District

Section 5.2 Covenant for Maintenance Assessments for the Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems and lakes including but not limited to work within retention areas, drainage structures, drainage easements and the lakes.

Section 5.3 Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system and lakes for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, or on which any part of a lake is located, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system and lakes as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system and the lakes. No person shall alter the drainage flow of the surface water or stormwater management system and the lakes including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District and the Association.

Section 5.4 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 5.5 Swale Maintenance. The Developer has constructed a Drainage Swale upon all or some of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lots from time to time. Each Owner of such Lots, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) on which the Drainage Swale is located.

Section 5.6 Lot Owner Maintenance Responsibility. Certain parts of the Storm Water Management System and the lakes may be partially located on certain of the Lots. Such Lot Owners shall be required to maintain those parts of the Storm Water Management System and lakes located on their Lot. Should such Lot Owners fail to maintain those parts of the Storm Water Management System and lakes located on their Lot, the Association shall be authorized to enter upon such Lots and perform the necessary maintenance and assess the Lot Owner with the cost pursuant to Section 7.4.

ARTICLE VI

UTILITIES

Section 6.1 Water System. The central water supply system provided for the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of such Owner's Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Developer or the Association.

Section 6.2 Sewage System. The central sewage system provided for the Property, which shall be used as the sole sewage system for each Lot. No septic tank or drain field shall be allowed on the Property. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service (including the initial hook-up) made by the operator thereof. No sewage shall be discharged onto the open ground or into any lake, pond, park, ravine, drainage ditch, canal or roadway.

Section 6.3 Trash Collection. All trash, garbage, refuse and rubbish shall be collected by persons, parties or entities approved by the Association. The owners shall be responsible for paying all fees associated with collection of trash, garbage, refuse and rubbish.

Section 6.4 Arrangement for Utility Service. The Owners shall be responsible for making any and all arrangements for the provision of utility service to his or her Lot.

Section 6.5 Tracts B and K Water and Sewage Systems. Tracts B and K are dedicated to St Johns County Utility Department for use, installation and maintenance of the water distribution and sewage collection systems. St Johns County Utility Department shall be responsible for maintenance of Tracts B and K as well as all facilities located on Tracts B and K. The Utility easements shown on the Plat shall also be considered to be easements in favor of the St. Johns County Utility Department.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 Annual Assessments. For each Lot within the Property, Developer covenants, and each Owner, by acceptance of a deed or other conveyance, agrees to pay Annual Assessments levied by the Association for the improvement, maintenance and operation of the Common Property, the management and administration of the Association, and the furnishing of services as set forth in this Declaration, at a level sufficient to meet the Association's obligations, including contingencies and reserves. The Board of Directors shall set the date or dates such Annual Assessments shall become due and provide for collection of Assessments to be payable annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one or more installments, the entire balance of such Annual Assessment may be accelerated, at the option of the Board of Directors, and be declared due and payable in full. The Assessments shall be based on an annual budget with an equal amount due for each Lot.

Section 7.2 Special Assessments. In addition to the Annual Assessments, the Association may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided any such Special Assessment shall have the consent of Owners holding two thirds of the votes, other than Developer, voting in person or by proxy at a regular meeting or special meeting called for that purpose at which a quorum of each class of membership is present. Special Assessments shall be collectible in advance in any manner established by the Board of Directors.

Section 7.3 Emergency Assessments. The Association may also levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters, as determined by the Board of Directors in its sole discretion, that affect all the Common Property or Members of the Association, including, after depletion of any applicable reserves of this Article, any unexpected expenditures not provided by the Budget or unanticipated increases in the amounts budgeted. Any such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 7.4 Lot Assessments. In addition to the Annual and Special Assessments authorized above, the Board of Directors, by majority vote, may from time to time levy a Lot Assessment against a particular Lot and the Owner thereof for the purpose of defraying, in whole or in part, the cost of any repair, maintenance or restoration as provided in this Declaration; any construction, reconstruction, repair or replacement of a capital improvement upon or serving the specific Lot, including any additional special services to such Lot, the cost of which is not included in the Annual Assessment; or to reimburse the Association for any costs it incurs as a result of the Owner's failure to comply with this Declaration or any damage to the Common Property.

Section 7.5 Commencement of Annual Assessments.

(a) Date of Commencement. The Annual Assessments provided for herein shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner, other than Developer. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual Assessments charged to each Lot prorated to the day of closing on a per diem basis. Any other Assessments shall be paid in full without proration.

(b) Capital Contribution. In addition, at the closing and transfer of title of each Lot to the first Owner, other than Developer or a builder constructing the Initial Improvements thereon, such Owner shall make a working capital contribution to the Association in the sum of Five Hundred and 00/100 dollars (\$500.00) per Lot. These contributions to the Association shall be used for the purpose of defraying the initial and nonrecurring capital expenses of the Association, and to provide initial working capital for the Association.

Section 7.6 Nonpayment of Assessments and Remedies.

(a) Creation of Lien. All Assessments shall be, together with any late fees, interest and costs of collection when delinquent, including reasonable attorney's fees (together, the "Assessment Charge"), a charge and continuing lien upon each Lot subject to this Declaration. This lien provided for in this Section shall be perfected by the filing of a notice of lien in the public records of the County, in favor of the Association.

(b) Owner's Acceptance. The Assessment Charge is also the personal obligation of the person or entity which was the Owner of such Lot at the time when the Assessment was levied and of each subsequent Owner thereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Association the Assessment Charge established or described in this Article. The Association shall have the right and power to bring all actions against such Owner personally for the collection of such Assessment Charge as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of his Lot or by waiving the right to use Common Property nor shall non-use of the Common Property relieve an owner of his liability for the Assessment Charge.

(c) Late Fees, Interest. Any Assessments not paid within ten (10) days after the due date shall be subject to a late fee as determined from time to time by the Board of Directors and may, upon resolution of the Board of Directors, bear interest at a percentage rate determined by the Board of Directors.

(d) Remedies. The Association may bring an action at law against the Owner or Owners personally obligated to pay such Assessment Charge or foreclose the lien against the Lot upon which the Assessment Charge is made in the manner provided below. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same. The Board of Directors, by majority vote, shall have the right to assess fines pursuant to statutory guidelines and procedures set forth in Section 720.305 Florida Statutes and may suspend the right to the use of the Common Property by an Owner for any period during which any Assessment against his Lot that is more than ninety (90) days past due remains unpaid. The voting rights of an Owner shall be automatically suspended during any period during which any Assessment against such Owner's Lot that is more than 90 days past due remains unpaid.

(e) Subordination of Lien to Mortgages. In the event a first mortgagee or other purchaser shall obtain title to Lot as a result of a foreclosure action in which the Association has been initially joined as a defendant, or as a result of a deed given in lieu of foreclosure, such acquirer of title or its successors and assigns shall be liable for the share of common expenses and assessments, late fees, interest, costs and reasonable attorney's fees and other charges imposed by the Association on such Lot or chargeable to the former owner of such Lot which became due prior to acquisition of title. However, a

first mortgagee's liability for past due assessments, late fees, interest, costs and reasonable attorney's fees shall be limited to the lesser of (i) the common expenses and assessments, late fees, interest, costs and reasonable attorney's fees and other charges which accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; and (ii) one percent (1%) of the original mortgage amount. The provisions of this Section 7.6(e) shall not apply unless the first mortgagee initially joined the Association as a defendant in the foreclosure action and shall not apply if the first mortgagee failed to comply with any other conditions of entitlement to a limitation of liability for assessments and other charges as may be provided by the Homeowners' Association Act or other law, all as may be amended from time to time. The person or entity acquiring title shall pay the amount owed to the Association within 30 days of transfer of title. Any share of common expenses, assessments, late fees, interest, costs and reasonable attorney's fees and other charges that are uncollectable from a first mortgagee after acquisition of title shall be collectible from all of the owners, including such acquirer and its successors and assigns. A first mortgagee acquiring title to a Lot as a result of foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such Lot, whether or not the Lot is occupied, be excused from the payment of the common expenses, assessments, late fees, interest, costs and reasonable attorney's fees and other charges coming due during the period of such ownership. Notwithstanding any of the foregoing, in the event that Chapter 720 of the Florida Statutes or any other law allows the Association to collect an amount greater than the amounts provided herein from a first mortgage or its successors or assigns (as defined by statute) following foreclosure, a deed-in-lieu transaction, or any other disposition of the property, then such law shall be deemed expressly incorporated herein and shall supersede any provisions herein to the contrary. However, in the event that Chapter 720 of the Florida Statutes or any other law limits the amounts (including, but not limited to, assessments, late fees, interest, costs and reasonable attorney's fees and other charges) that the Association may collect from a first mortgagee or its successors or assigns (as defined by statute) beyond the limitation afforded in this Section 7.6(e), then such law shall only apply to any mortgages recorded on or after the effective date of such law and shall not apply to retroactively impair the rights contemplated herein with respect to mortgages on Lots in existence prior to the effective date of such law. Any purported first mortgagee or other party acquiring title to a Lot and claiming an entitlement to a limitation of liability for past due amounts chargeable to the former owner shall have the affirmative obligation to furnish all materials requested by the Association to determine entitlement to a limitation of liability and the failure to comply shall result in that party's forfeiture of any right to attorneys' fees or costs that may otherwise be recoverable by law associated with any litigation or other dispute resolution concerning liability to the Association.

Section 7.7 Certificate of Payment. The Treasurer of the Association or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Association or Management Company as applicable.

Section 7.8 Assessments on Developer Property. The Developer shall not be required to pay any Assessments or Special Assessments and shall not be subject to any lien for such assessments during the Development Period. During the Development Period the Developer shall pay the actual operating expenses incurred by the Association, excluding major repairs, replacements, reserves and deferred maintenance which cannot be paid by application of Assessments collected from the Owners other than the Developer. The Development Period shall be defined as the period of time beginning with conveyance of the first Lot to an Owner other than the Developer and ending on the later to occur of the date that the Developer notifies the Association that it will no longer pay for the shortfall between Assessments collected and the total operating expenses of the Association or the date that the Class B membership ceases to exist and converts to Class A Membership. At that time, the Developer shall pay Assessments

on Lots owned by the Developer and at that time, the Developer shall no longer be required to pay the unfunded actual expenses of the Association.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 8.1 Architectural Review Board. The Association shall establish an ARB which shall consist of three (3) to five (5) members. Members of the ARB do not have to be members of the Association. For so long as Developer owns any Lot (and irrespective of whether the class B Membership has terminated), Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors, or, if the Board of Directors fails to so appoint an ARB, then the Board of Directors shall constitute the ARB. Any vacancies on the ARB shall be filled by appointment by the Board of Directors. A quorum shall be established by the presence of a majority of the ARB members at any ARB meeting and a majority vote by those ARB members present at an ARB meeting shall constitute the action of the ARB.

Section 8.2 ARB Authority & Duties. The ARB shall have the following authority:

1) In order to assist in making the Property a community of high standards and aesthetic beauty, the ARB shall be charged with making a recommendation to the Board of Directors to approve or disapprove all proposed construction and improvements to any Lot and any alteration, addition, change or modification thereto, other than initial construction constructed, erected, or placed upon any part of the Property. Such architectural control may include all architectural aspects of any such improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, and aesthetic criteria. Plans and Specifications, including landscaping and driveways for the Initial Improvements on any Lot shall be submitted to the Developer for approval. No construction, modification, alteration or improvement of any nature whatsoever, shall be undertaken on any Lot, unless and until the Developer or the ARB, as the case may be, has approved in writing the Plans and Specifications.

2) The ARB shall be authorized to require two (2) sets of plans and specifications for any proposed improvements, hereinafter "Proposed Improvements" which are to be reviewed by the ARB. Additionally, the ARB may require submission of samples of building materials and any other information necessary to allow a complete assessment or evaluation of any proposed construction or improvements.

3) The ARB shall be authorized to set up a fee schedule charging reasonable fees for the processing and evaluation of submissions to the ARB. The fees are to be paid to the Association along with the submission to the ARB.

4) The ARB shall have the authority to recommend amendments to the architectural criteria to the Developer or the Board of Directors. Upon adoption of any such amendment, a complete copy of such amendment shall be provided to each member of the Association.

The architectural criteria and any amendments thereto shall not be recorded in the public record and failure to provide a copy of same or an amendment to same shall not be a condition precedent to the effectiveness or validity of the architectural criteria or an amendment thereto.

Section 8.3 Variance. The ARB and Developer, as applicable, may authorize variance from compliance with any of the architectural provisions of this Declaration, when circumstances such as

topography, natural obstructions, hardships or aesthetic or environmental consideration require the same. Such a variance shall be evidenced by a document signed by at least a majority of the members of the ARB for a Proposed Improvement or by Developer for Initial Improvements, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and the particular provisions of this Declaration covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances, and set back lines or requirements imposed by any governmental or municipal authority. Any variance given pursuant to this paragraph shall be given in recordable fashion and recorded in the public records of the County.

Section 8.4 **Enforcement.** The Board of Directors shall have the authority and standing on behalf of the Association to enforce, in courts of competent jurisdiction, the decisions of the ARB.

Section 8.5 **Remedy for Violations.** In the event any Proposed Improvement is constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the Board of Directors shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any improvements in order to comply with the requirements hereof, or the Board of Directors may pursue any other remedy available to it. In connection with this enforcement section, the Board of Directors or Developer shall have the right to enter into any Lot or Residence and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB, the Board of Directors or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the right of the Association or the Developer to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein for violations of this Declaration.

Section 8.6 **Reservation of Rights to Release Restrictions.** In each instance where a structure has been erected, or construction thereof has substantially advanced, in such manner that some portion of the structure encroaches on any Lot line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot from the encroachment and to grant an exception to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot and the overall appearance of the Property. This reserved right shall automatically pass to the Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots and shall be recorded in the public records of the County.

Section 8.7 **No Liability.** Notwithstanding anything contained herein to the contrary, the ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control, and shall not be liable to any owner, its successors, assigns, personal representatives, or heirs, due to the exercise or non-exercise of such control or the approval or disapproval of any Proposed Improvement. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and neither the ARB, the Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, or any injury to persons or property resulting therefrom.

Section 8.8 Compensation. The Board of Directors shall have the authority to pay reasonable compensation to the members of the ARB.

Section 8.9 Initial Construction. All proposed initial construction shall be submitted to the Developer in writing. Submissions shall be in made as provided in Section 8.2(b). The proposed construction shall be evaluated giving due consideration to the overall development scheme and the architectural criteria. Developer shall have the right to approve or disapprove such proposed construction in its sole discretion.

Section 8.10 Exclusive Authority. The ultimate, sole and exclusive right to approve or disapprove proposed construction shall belong to the Developer and/ or the Association.

ARTICLE IX

USE OF PROPERTY

Section 9.1 Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration. Without limiting any of the provisions or requirements of Article VIII, the specific references to the ARB approval set forth in this article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this article.

(a) Lot Resubdivision. No Lot shall be further subdivided, replatted or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. Developer shall have the right to modify subdivision plats of the property if all owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

(b) Residential Use. Each Lot shall be used, improved and devoted exclusively to single family residential use, and for no commercial purpose. No time-share ownership of Lots is permitted without Developer's approval. To promote the Property as an owner-occupied primary home development rather than a rental or resort community, the number of Residences that may be leased (any lease of a Residence, a "**Residential Lease**") shall be restricted. An Owner must obtain a "leasing permit" or "hardship leasing permit" from the Association prior to renting out his or her Residence, and the failure of any such Owner to do so shall constitute a material breach of this Declaration. Leasing permits will be limited to five percent (5%) of the Residences in the Property, plus hardship leasing permits. Such a permit, upon its issuance, will allow an Owner to lease his or her Residence provided that such leasing is in strict accordance with the terms of the permit and this Section 9.1(b). The Association may charge a reasonable review and processing fee concerning the permit process. All leasing permits and hardship leasing permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title).

A leasing permit shall be automatically revoked upon the occurrence of any of the following events: (i) the sale or transfer of the Lot to a third party (excluding sales or transfers to (a) an Owner's spouse, (b) a person cohabitating with the Owner, and (c) a corporation, partnership, company or legal entity in which the Owner, the Owner's spouse and/or persons cohabitating with the Owner are the sole beneficial owners); (ii) the failure of an Owner to lease his or her Lot within 90 days of the leasing permit having been issued; or (iii) the failure of an Owner to have his or her Lot leased for any consecutive 90-day period thereafter. Once a number of leasing permits equal to five percent (5%) of the total Residences

have been issued, no additional leasing permits shall be issued (except for hardship leasing permits) until the number of outstanding leasing permits becomes less than five percent (5%) of the total Residences in the Property. Owners who are ineligible for leasing permits due to such cap shall automatically be placed on a waiting list and shall be issued permits, in chronological order as their names appear on the waiting list, when the number of outstanding leasing permits decreases to less than five percent (5%) of the total Residences in the Property. The issuance of a hardship leasing permit to an Owner shall not cause the Owner to be removed from the waiting list for a leasing permit.

If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a hardship leasing permit. The Board of Directors shall have the authority to issue or deny requests for hardship leasing permits, in its discretion, after considering the following factors: (i) the nature, degree and likely duration of the hardship; (ii) the harm, if any, that will result to the Association if the permit is approved; (iii) the number of hardship leasing permits which have been issued to other Owners; (iv) the Owner's ability to cure the hardship; and (v) whether previous hardship leasing permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to, the following situations: (i) an Owner must relocate his or her residence outside of St. Johns County and cannot, within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Lot is being administered by his or her estate; and (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside on the Lot. Hardship leasing permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional hardship leasing permits. Hardship leasing permits shall be automatically revoked if, during the term of the permit, the Owner is approved for and receives a leasing permit. The Board of Directors shall be entitled to review each hardship permit request on a case by case basis, and shall not be obligated to issue a hardship permit despite similar facts or circumstances with a request which resulted in a hardship permit being approved.

Any and all Residential Leases shall not be less than one (1) year in term. The foregoing restriction shall not operate to prevent Developer or its designees from using one or more Residences for a model home or sales center during the development and sale of the Property. No other business or commercial use may be made of any part of the Property. Provided, however, an occupant of a Residence who maintains a personal or professional library, keeps personal or professional books or accounts, conducts personal business (provided that such use does not involve customers, clients, employees, licenses or invitees regularly visiting the Residence), or makes professional telephone calls or correspondence in or from a Residence is engaging in a residential use and shall not be deemed to be in violation of this Section by reason thereof.

(c) Nuisances; Other Improper Use. No nuisance shall be permitted to exist on any Lot or Common Property so as to be detrimental to any other Lot in the vicinity thereof or to its occupants, or to the Common Property. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. If a dispute or question arises as to what may be or become a nuisance, the issue shall be determined by the Board of Directors.

(d) Work Hours. All work done by contractors, subcontractors and domestic workers must be done during daylight hours.

(e) Access. Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Lot, or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

(f) Pets. No animals, livestock or poultry of any kind shall be raised bred or kept on any Lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems. The Association further reserves the right, but not the obligation, to demand that an Owner permanently remove from property all pets which create disturbances or annoyances that constitute nuisances in the sole discretion of the Board of Directors.

(g) Signs. No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Residence, Common Property or in any window, unless express prior written approval of the size, shape, content, appearance and location has been obtained from the Board of Directors and the ARB, which approval may be arbitrarily withheld, except standard 18" x 24" typical painted real estate signs shall be allowed without prior approval. Notwithstanding the foregoing, Developer, and those persons or entities specifically designated by Developer, shall be permitted to post and display advertising signs on the Property for the marketing, sale or rental of Lots.

(h) Parking. All vehicles shall be parked and stored within the garages or paved driveways on a Lot. No boats or recreational vehicles may be stored or parked within the Property unless surrounded completely such that they cannot be seen. Only automobiles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked on any of the Property except wholly within a garage. All parking within the Property shall be in accordance with rules and regulations adopted by the Association. No parking is allowed on the Common Roads or other Common Property. Notwithstanding any provision to the contrary in this Section 9.1(h), the Board of Directors may adopt and amend rules and regulations in accordance with Section 9.2 that permit the temporary parking of vehicles bearing current license and registration tags, as required pursuant to state law, on paved driveways or the roadways (but in no event may any vehicle be used for lodging or plumbing purposes).

(i) Visibility at Street Intersections. No obstruction to visibility at intersections shall be permitted. The ARB and Developer shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

(i) Clotheslines. No clotheslines or other clothes-drying facility shall be permitted on the Common Property or other portions of the Property where it would be visible from any Common Property or other portions of the Property where it would be visible from any Common Road or any other Lot.

(k) Garbage and Trash Containers. All garbage and trash containers must be placed and maintained in accordance with rules and regulations adopted by the County. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse. All garbage and trash containers shall be kept in a location approved by the ARB.

(l) Window Air Conditioners and Antenna. No window air conditioning unit, satellite dishes, or antenna shall be installed in or at any Residence without the prior approval of the ARB or the Developer. Further, any antennas, satellite dishes or other similar devices approved by the ARB or the Developer shall comply with any applicable governmental laws, statutes or regulations.

(m) Temporary Structures. No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained for the purpose of construction and marketing of the Lots.

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

(o) Removal of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the Initial Construction thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Residence or other improvements on the Lot, or to persons occupying or utilizing the Property, without the consent and approval of the ARB, the obtaining of any and all governmental approvals as may be required by governmental authorities having jurisdiction over the Property.

(p) Garages and Detached Structures. No garage shall at any time be used as a residence or converted to become part of a Residence, except if another garage is constructed in compliance with the provisions hereof. There shall be no detached buildings constructed on any Lot.

(q) Soliciting. No soliciting will be allowed at any time within the Property.

(r) Fences, Lighting and Mailboxes. No fences shall be allowed except as approved by the Developer or the ARB. All mailboxes shall be approved by the Developer or the ARB. No lighting shall be allowed which alters the residential nature of the Property.

(s) Sidewalks. Any Owner of a Lot developing a Residence on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by the County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot.

(t) Exterior Maintenance.

(i) The exterior of all residences shall be maintained such that all residences have a clean, well cared for appearance.

(ii) The Lots shall be maintained in a neat, clean, orderly and attractive manner. Weeds and underbrush shall be removed and all grass plants, trees, bushes, flower beds and other similar landscaping shall be mowed, edged, pruned and maintained so as to maintain the overall beauty of the Property. No trash, garbage, rubbish or refuse shall accumulate on any Lot.

(iii) Any driveways, sidewalks and other similar paved surfaces on any Lot shall be maintained in an appropriate manner.

(iv) Should the Board of Directors in its sole discretion deem that any condition on any Lot exists which detracts from the appearance of the Property or causes a safety risk, the Board of Directors, its agents, employees or contractors shall have the right to enter upon any Lot for the purpose of correcting any such deficiency or condition and shall be

entitled to assess the cost to the Owner. The costs of such maintenance shall be assessed against such Lot and this assessment shall not be considered to be a part of the annual or special assessments. The costs of this maintenance shall be a lien against the Lot and shall be payable along with any interest, attorney fees and costs of collection as provided in Article VII.

(u) Wetlands and Jurisdictional Land. This Declaration is subject to the rights of the State of Florida and other governmental entities having jurisdiction over portions of the Property which may be considered wetlands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping or removal of plant life existing on his Lot. A conservation easement shall be emplaced over all lands waterward of any jurisdictional wetlands line as established on the plat. No Owner shall conduct any clearing, filling, improving, landscaping, or removal of plant life within any conservation easement area without the prior written permission of the County, State of Florida, the SJRWMD, ACOE and all other applicable governmental entities, and the ARB. OWNERS WHO OWN A LOT ADJACENT TO ANY WETLANDS OR CONSERVATION AREA ESTABLISHED BY THE SJRWMD OR THE ACOE OR ESTABLISHED IN ANY OTHER MANNER, SHALL, BY ACCEPTING CONVEYANCE OF SUCH LOT BE DEEMED TO HAVE AGREED TO MAINTAIN SUCH WETLANDS OR CONSERVATION AREAS IN ACCORDANCE WITH ANY SUCH PERMITS OR REQUIREMENTS. SUCH OWNERS SHALL INDEMNIFY AND HOLD HARMLESS, THE DEVELOPER AND THE ASSOCIATION, FROM ANY AND ALL COSTS, TO INCLUDE BUT NOT LIMITED TO ATTORNEY FEES AND COSTS, FINES AND ALL OTHER SANCTIONS. NO PERSON SHALL ALTER ANY PART OF ANY WETLANDS OR CONSERVATION AREA AND SHALL NOT TAKE ANY ACTIONS WHICH WILL AFFECT THE DRAINAGE FLOW OF ANY SURFACE WATER. OWNERS SHALL INSURE THAT ALL SJRWMD AND ACOE PERMITS ARE ADHERED TO. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING ANY APPROPRIATE LEGAL ACTION AGAINST ANY OWNER WHO VIOLATES ANY SUCH SJRWMD OR ACOE PERMIT.

Section 9.2 Amendments and Modifications of Rules. The Board of Directors may from time to time adopt and amend rules and regulations governing the details of the operation, use, maintenance and control of the Residences, Lots, Common Property, and any facilities or services made available to the Owners. A copy of the rules and regulations adopted from time to time as herein provided shall be available to each Owner.

Section 9.3 Compliance.

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

(b) Violation. Upon violation of any of the rules or regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration by an Owner, or his family, tenants, or guests, the Association may levy fines as determined by the Board of Directors. To enforce the rules and regulations and the provisions of this Declaration, the Association or any Owner may bring an action for specific performance, declaratory decree or injunction, and the successful prevailing party may recover its costs and attorneys' fees in such suit.

Section 9.4 Personal Services. Employees of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private

business of Owners. The uses and functions of such employees shall be governed by the Board of Directors of the Association. In the event personal services are provided to Owners by any of the employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, not do they warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for Owners.

ARTICLE X

INSURANCE

Section 10.1 Types of Coverage.

(a) Insurance of Common Property. The Board of Directors shall obtain liability insurance on the Common Property (including the Common Roads) and, if additional Common Property with significant insurable improvements are added to the Property, the Board of Directors may obtain casualty insurance and increase the amounts of liability insurance, all as is consist with prudent business judgment, including the following:

(i) Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(ii) Public liability insurance in such limits as the Board of Directors may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Property or adjoining the Property. Such insurance shall be issued on a comprehensive liability basis and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board of Directors or other Owners. The Board of Directors shall review such limits once a year.

(b) Insurance on Lots. It shall be the responsibility of each Owner to obtain, at his own expense, liability insurance with respect to the ownership and use of his Lot, including his Residence, and the Association shall not be responsible for obtaining such insurance or have any liability whatsoever in connection therewith. It shall be the responsibility of each owner to obtain and maintain fire insurance and insurance against the perils customarily covered by an extended coverage endorsement in an amount equal to not less that the full replacement cost of the Residence and shall submit evidence of such insurance coverage together with evidence of payment of the most recent premium therefor to the Association, upon request. Hazard insurance on the Common Property and any improvements constructed thereon, with extended coverage, vandalism, malicious mischief and windstorm endorsements in an amount not less than that necessary to comply with the coinsurance percentage stipulated in the policy, and in any event not less than 80% of the insurable value (based upon replacement cost) of the improvements constructed on the Common Property.

(c) Group Insurance. Nothing set forth herein shall prevent the Association, upon majority vote of the Class A Members and the assent of the Class B Member, if any, from obtaining a group or master insurance policy, and if so approved and obtained, the Association shall charge the premium for the individual Lots as a Lot Assessment. All policies of insurance obtained by Owners or the Association

which cover the Residences and Lots shall contain (i) waivers of subrogation, (ii) waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by any other Owner, (iii) waivers of invalidity arising from any acts of the insured, and (iv) provisions that such policies may not be canceled or substantially modified without ten (10) days prior written notice of all insured.

(d) Director and Officer Liability Insurance. The Board of Directors may obtain as a matter of common expense, payable from the Annual Assessments, liability insurance against personal loss for actions taken by members of the Board of Directors and Officers of the Association in the performance of their duties. Such insurance shall be of the type and amount determined by the Board of Directors, in its discretion.

(e) Other Coverage. The Board of Directors shall obtain and maintain worker's compensation insurance, if and to the extent necessary to meet the requirements of law, and such other insurance as the Board of Directors may determine or as may be requested from time to time by a majority of the Owners. The Board of Directors may from time to time increase or decrease the types and amounts of insurance coverage as may be necessary or convenient to comply with requirement of Mortgagees or based upon the cost and availability of such coverage.

Section 10.2 Repair and Reconstruction After Fire or Other Casualty.

(a) Common Property. In the event of damage to or destruction of all or any of the improvements on the Common Property as a result of fire or other casualty, the Board of Directors shall arrange for and supervise their prompt repair and restoration substantially in accordance with the plans and specifications under which the improvements were originally constructed, or any modification thereof approved by the Board of Directors and the ARB. The Board of Directors shall proceed towards reconstruction of such improvements as quickly as practicable under the circumstances and shall obtain funds for such reconstruction from the insurance proceeds and any Special Assessments that may be necessary after exhaustion of reserves for the repair and replacement of such improvements.

(b) Residences. Any Owner whose Residence is destroyed or damaged by fire or other casualty shall immediately proceed to build and restore his Residence to the conditions existing immediately prior to such damage or destruction, unless other plans are approved in accordance with the provisions of Article VIII and Article IX above. Provided, however, if the damage is so extensive that the owner determines not to rebuild the Residence, the owner may remove all remaining improvements and debris and sod the Lot. In such event, all landscaping obligations on the part of Owner shall remain in effect.

ARTICLE XI

ASSOCIATION LIABILITY

Section 11.1 Disclaimer of Liability. Notwithstanding anything contained herein, in the Articles, or the Bylaws of the Association, or any other document governing or binding the Association (jointly referred to herein as "**Association Documents**"), the provisions hereof shall not be construed to mean that the Developer or the Association shall be liable or responsible for in any manner as a guarantor or insurer of, the health, safety nor welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, Owners, residents, their families, guests, invitees, agents, servants, contractors or subcontractors, nor for any property of such persons.

Section 11.2 Specific Provisions. Without limiting the generality of the foregoing:

1) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern and regulate the use of the Property have been written and are to be interpreted and enforced for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof.

2) Neither Developer nor the Association is empowered nor have they been created to act as an entity which enforces or insures compliance with the laws of the United States of America, State of Florida, County, or any other jurisdiction, or prevents tortious or criminal activities.

3) The provision of the Association Documents setting forth the uses of Assessments which may relate to health, safety, and welfare shall be attributed and implied only as limitations on the usage of such funds and not as creating an obligation of the Association or Developer to protect the health, safety or welfare of any persons.

Section 11.3 Owner Covenant. Each Owner, his heirs, successors and assigns (by virtue of his acceptance of title of his Lot) and each other person or entity having an interest in or a lien upon or making use of, any portion of the Property (by virtue of accepting such interest or lien making use thereof) shall be bound by this Article and shall be deemed to automatically waive all rights, claims, demands, and causes of action against the Association or Developer arising from or connected with any manner for which the liability of the Association or Developer has been limited in this Article.

Section 11.4 Release as to use of Surface Water or Stormwater Systems. The Developer nor the Association shall have any liability whatsoever to Owners, guests, tenants, or invitees related to the use or access of or to the surface water or Storm Water Management System areas, including but not limited to any personal injury, loss or damage accruing therefrom. Each Owner, for itself and its guests, tenants or invitees, hereby and by acceptance of a Deed to, or use of, any Lot releases Developer and the Association from any liability in connection with any usage of the surface water or Storm Water Management System.

NEITHER DEVELOPER OR THE ASSOCIATION, ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, OAKS AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERRED TO HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 **Duration**. This Declaration, as amended and supplemented from time to time, shall run with and bind the Property and shall inure to the benefit of and be binding upon Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records of the County, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument or instruments signed by the then Owners of seventy five percent (75%) of the Lots subject to this Declaration agreeing to terminate all of said provisions as of a specified date. Unless this Declaration is terminated as provided above, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 12.2 **Condemnation**. In the event all or part of the Common Property or the Common Roads shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such Property. The Owners holding seventy five percent (75%) of the votes may agree to distribute the proceeds of any condemnation or taking by eminent domain, and if the owners shall not so agree, such proceeds shall be added to the funds of the Association.

Section 12.3 **Notices**. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing, if different.

Section 12.4 **Enforcement**.

(a) In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, or by Developer (as long as it owns any interest in the Property) against any person, firm, corporation, trust, or other entity which violates or attempts to violate any of the covenants or restrictions hereof, by prosecuting any proceeding at law or in equity for the recovery of damages, injunctive relief or any other applicable remedy, for the purpose of preventing or enjoining all or any such violations or attempted violations, or for the enforcement of any lien created by this Declaration. SJRWMD and ACOE shall have the right to enforce by prosecuting any proceeding at law or in equity for the recovery of damages, for enforcement or for an injunction with regard to any provisions contained herein which involve the maintenance, repair or reconstruction of the Surface Water or Storm Water Management System, wetlands or conservation areas.

(b) In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to impose a fine or fines upon any Owner for failure of the owner, his family, guests or invitees, tenants, or occupants, to comply with the covenants, restrictions, rules, and regulations contained

in this Declaration, the Articles, the Bylaws or the rules and regulations of the Association, as promulgated by the Board of Directors from time to time.

A fine may be in an amount not to exceed \$300 per violation and the exact amount of the fines shall be set pursuant to the sole discretion of the Board of Directors. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may exceed \$1,000 in the aggregate. A fine of \$1,000 or more may become a lien against a Lot and may be collected in the same manner as an unpaid assessment as provided in Article VII of this Declaration. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the nonprevailing party as determined by a court of competent jurisdiction.

A fine or suspension levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least 14 days' notice to the Owner and, if applicable, any occupant, licensee, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before the Compliance Committee, which shall be composed of at least three (3) members appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the Compliance Committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the Compliance Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the proposed fine or suspension levied by the Board of Directors is approved by the Compliance Committee, the fine payment is due five (5) days after notice of the approved fine is provided to the Owner and, if applicable, to any occupant, licensee, or invitee of the Owner. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any occupant, licensee, or invitee of the Owner.

The remedies contained in this Section 12.4 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 12.5 Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" shall have the same effect as the use of the term "shall", wherever any time period is expressed in days, if such time period ends on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context, and include all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and the benefit of all appurtenant easements. The terms of this Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment thereof. Headings and other textual divisions are for convenience only and are not to be used to interpret, construe, apply, or enforce any substantive provisions. The provisions of this subparagraph apply also to the interpretation, construction, application, and enforcement of all the Association Documents.

Section 12.6 Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration, which shall remain in full force and effect.

Section 12.7 **Amendment**. This Declaration may be amended at any time by an instrument signed by the President or Vice President and Secretary or Assistant Secretary of the Association, certifying that such amendment has been adopted by a vote of at least two-thirds (2/3) of the Owners present, either in person or by proxy at a duly called meeting at which a quorum has been attained, or by written consent without meeting in a manner permitted by law by Owners holding two thirds (2/3) of the votes in the Association, which amendment shall become effective upon its filing in the public records of the County; provided, however, that:

(a) As long as Developer is an Owner of any Lot, no amendment shall become effective without the written consent of Developer.

(b) Developer specifically reserves the absolute and unconditional right so long as it owns any of the Property to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of any holder of a mortgage or (ii) to conform to the requirements of title insurance companies, (iii) to conform to the requirements of any governmental entity having control over or jurisdiction over the Property, (iv) to clarify the provisions hereof, or (v) in such other manner as developer deems necessary and convenient.

(c) Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior approval of the SJRWMD.

Section 12.8 **Rights of Mortgagees**. All Mortgagees shall have the following rights:

(a) During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Association Documents and the books, records and financial statements of the Association.

(b) Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its costs incurred in providing such copies.

(c) To designate a representative to attend all meetings of the Members of the Association who shall be entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting, but in no event shall be entitled to vote thereon.

(d) By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee established from time to time by the Association to defray its costs, to receive: (i) any notice that is required to be given to the Class A Members under any provision of the Association Documents; (ii) written notice of any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its Mortgage; (iii) any sixty (60) day delinquency in the payment of Assessment Charges imposed upon any Lot encumbered by its Mortgage; (iv) the lapse, cancellation, or material modification of any insurance coverage or fidelity bond maintained by the Association; and (v) any proposed action requiring the consent of a specified percentage of Mortgagees.

Section 12.9 **Legal Fees and Costs**. The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

Section 12.10 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite percentage of all of the votes in the Association. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association.

Section 12.11 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 12.12 Conflict and Enforcement. If in the event these deed restrictions conflict with any existing County Building Code Ordinance and/or jurisdictional obligation, the more restrictive of the two shall apply.

Section 12.13 Additional Restrictions. No Owner shall impose any additional covenant, condition or restriction on any Lot or any part of the Property without the prior written consent of the Developer. The provisions of this Section 12.13 shall not preclude the Developer from including in any deed, agreement or contract additional covenants, conditions and restrictions.

Section 12.14 Existing Property. The Property which initially is and shall be held, transferred, sold, conveyed, encumbered, and occupied subject to this Declaration consists of that land described in the Recitals above and as further attached hereto on Exhibit A, which is by reference incorporated herein.

EXHIBIT A

PRESERVE AT PONTE VEDRA LAKES
 A PORTION OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

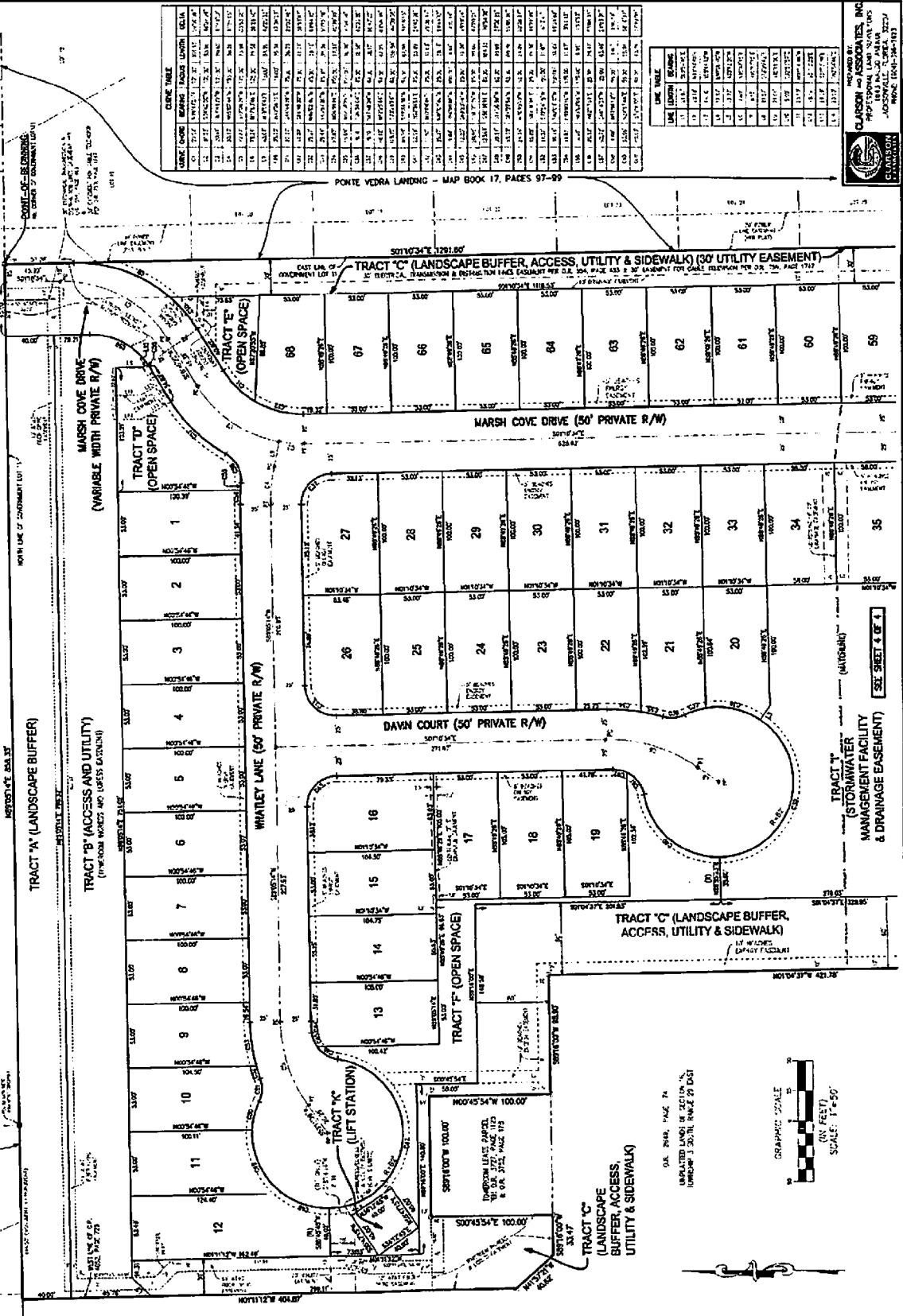
SHEET 3 OF 4
 (SEE SHEET 2 FOR GENERAL NOTES & LEGEND)

THE PLACES AT PONTE VEDRA LAKES UNIT TWO MAP BOOK 81 PAGES 84-88

3/4" = 1" HORIZ. SCALE
 1" = 50' VERT. SCALE
 UNLESS OTHERWISE NOTED

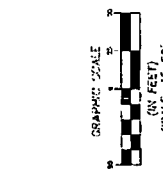
3/4" = 1" HORIZ. SCALE
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SEE SHEET 4 OF 4



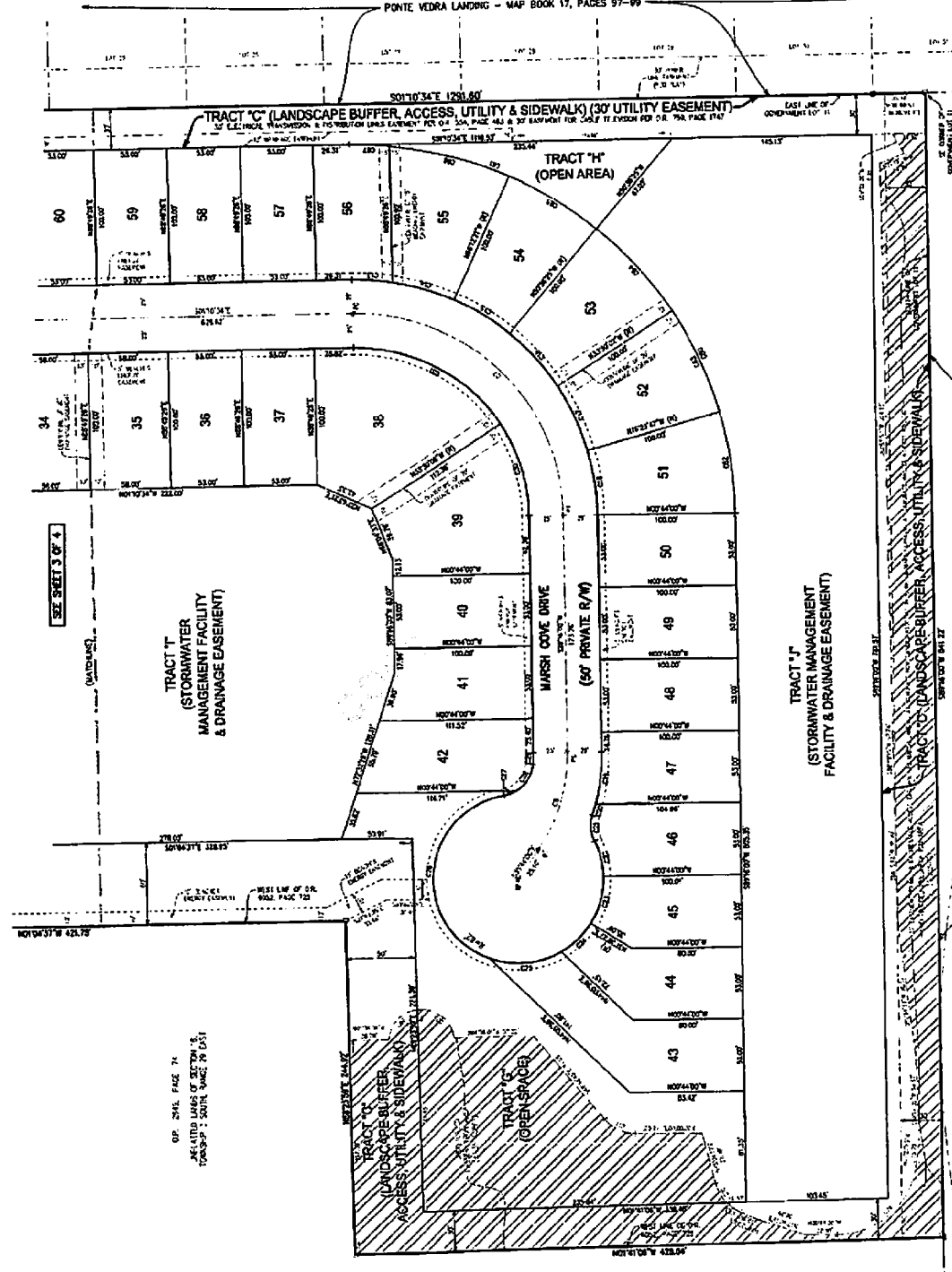
PRESERVE AT PONTE VEDRA LAKES

A PORTION OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 81 PAGE 88

SHEET 4 OF 4
(SEE SHEET 2 FOR GENERAL NOTES & LEGEND)

OWNER	ADDRESS	AMOUNT	DATE
1	1117	1000	1/1/01
2	1118	1000	1/1/01
3	1119	1000	1/1/01
4	1120	1000	1/1/01
5	1121	1000	1/1/01
6	1122	1000	1/1/01
7	1123	1000	1/1/01
8	1124	1000	1/1/01
9	1125	1000	1/1/01
10	1126	1000	1/1/01
11	1127	1000	1/1/01
12	1128	1000	1/1/01
13	1129	1000	1/1/01
14	1130	1000	1/1/01
15	1131	1000	1/1/01
16	1132	1000	1/1/01
17	1133	1000	1/1/01
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57	1173	1000	1/1/01
58	1174	1000	1/1/01
59	1175	1000	1/1/01
60	1176	1000	1/1/01



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