

Prepared by, and after
recording, return to:

John Byrnes, Esquire
P.O. Box 22547
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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION is made on the date hereinafter set forth by ROCK SPRINGS FARMS LLC, a Florida limited liability company, hereinafter referred to as "Declarant." There are or may be other persons who hold fee simple title or liens against the Properties (as hereinafter defined), who shall not be Declarants, but who shall join in the execution of this instrument now or hereinafter to subordinate their rights in the Properties to the force and effect of the terms hereof.

WITNESSETH

WHEREAS, Declarant and others referred to above are the owners in fee simple of all of the lots and other properties (collectively, the "Properties") described on the Plat of Rock Springs Farms, according to Plat thereof recorded in Plat Book 104 at page 61 of the public records of St Johns County, Florida (the "Plat");

NOW THEREFORE Declarant hereby declares that all of the real property described on the Plat shall be subject to the terms and conditions of this Declaration upon recordation of this document. The lots ("Lots") described on the Plat shall be held, sold, conveyed and occupied subject to the following covenants, restrictions, conditions and easements all of which shall be perpetual in duration unless otherwise provided, and all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to said Lots and shall be binding upon all parties having any right, title or interest in said Properties or any part thereof, their heirs, personal representatives, successors and assigns, and all which shall inure to the benefit of the Association, Declarant and each Owner as those terms are hereinafter defined.

ARTICLE I - DEFINITIONS - PURPOSE

UNLESS THE CONTEXT OTHERWISE REQUIRES, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation." This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting of construing the substantive provisions hereof.

- Section 1. AMENITY IMPROVEMENTS. "Amenity Improvements" shall mean the amenity improvements more particularly described in Article III, Section 11 hereof.
- Section 2. ARCHITECTURAL REVIEW COMMITTEE. "Architectural Review Committee" or A.R.C. is more particularly described in Article IV, Section 1 hereof.
- Section 3. ARTICLES. "Articles" shall mean and refer to the Articles of Incorporation of the Association attached as Exhibit A together with the "Bylaws" of the Association.
- Section 4. ASSOCIATION. "Association" shall mean and refer to the Rock Springs Farms Homeowners Association, Inc. a corporation not for profit, organized or to be organized under the laws of the State of Florida, and its successors and assigns.
- Section 5. BOARD OF DIRECTORS. "Board of Directors" shall mean and refer to the Association's Board of Directors.
- Section 6. BUILDER. "Builder" shall mean and refer to any person or building contractor or construction company engaged in the business of constructing single family residential dwellings on the Properties.

- Section 7. **CONSERVATION TRACT.** "Conservation Tract" shall mean all areas, if any, designated as "Conservation Tract" or "Conservation Easement" on the Plat.
- Section 8. **COVENANT FOR MAINTENANCE.** A Covenant for Maintenance ["Maintenance Agreement"] (addressed in Article VII, Section 5) regarding the maintenance and upkeep of the Park by the Association has been executed by the Association, the Declarant and the County, is or will be recorded in of the public records of St Johns County, Florida.
- Section 9. **DECLARANT.** "Declarant" means and refers to Rock Springs Farms LLC, a Florida limited liability company, its successors and assigns who acquire all or any portion of the Properties from the Declarant so long as the Declarant assigns such rights of Declarant hereunder, or any one or more of such rights, to any such person or entity by an express written assignment executed by the existing Declarant and recorded in the public records of St Johns County, Florida. Declarant may assign all or any portion of its rights hereunder, or all or any portion of such rights in connection with specific portions of the Properties. In the event of any partial assignment by Declarant, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant as specifically assigned to it, if any. Any such assignment may be made on a non-exclusive basis. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant except as the same are expressly assumed by the subsequent Declarant.
- Section 10. **DECLARATION.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions together with all amendments and modifications thereof.
- Section 11. **DEVELOPMENT EDGE.** "Development Edge" shall mean and refer to those areas designated as the Natural Perimeter Buffer (Tract Development Edge/Landscape Buffer) on the plat.
- Section 12. **DRAINAGE DITCH.** "Drainage Ditch" (addressed in Article VII, Section 6) shall mean and refer to the drainage [lateral] ditch providing stormwater drainage, as well as the 31' x 6' bridge constructed across the Drainage Ditch. The Drainage Ditch traverses the center of the Properties and follows the drainage easement recorded in Plat Book 225 at Page 194 of the public records of St Johns County, Florida
- Section 13. **ENTRANCE AREA.** "Entrance Area" shall mean and refer to that portion of the Properties adjacent to US 1 upon which areas improvements shall be constructed or placed by Declarant thereon, including but not limited to the Park, signage, wall or fences, curbs, landscaping, hems, lighting, and irrigation systems, the repair and maintenance of which shall be the obligation of the Association, as hereinafter provided.
- Section 14. **LAKE.** "Lake" shall mean the stormwater detention areas labeled Lake/Stormwater Management Facilities (SWMF) on the Plat.
- Section 15. **LOT.** "Lot" shall mean and refer to any Lot shown upon the Plat and all other Lots shown on any future recorded plat of the Properties or any other lot created upon any real property annexed to this Declaration and brought within the jurisdiction of the Association.
- Section 16. **NON-ACCESS EASEMENT.** "Non-Access Easement" shall mean and refer to that specific Non-Access Easement area as designated on the Plat on the back of Lots.
- Section 17. **OCCUPANT.** "Occupant" shall mean and refer to the person or persons other than the Owner in possession of a Lot and the residential dwelling thereon.
- Section 18. **OWNER.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 19. **PARK.** Shall mean Palmetto Park [a/k/a Rock Springs Park] that has, or will be conveyed by Declarant to the County and is located at the front entrance of the Subdivision off US 1 and includes a walking trail ["Trail"] located in Tract "I" that extends around the large Lake.

- Section 20. **PERIMETER FENCE.** "Perimeter Fence" shall mean and refer to walls or fencing that may be installed at the Declarant's direction along portions of the perimeter of the Properties (whether or not actually located on the Properties).
- Section 21. **PLAT.** "Plat" shall mean and refer to the Plat of Rock Springs Farms according to Plat thereof recorded in Plat Book 104 at page 61 of the public records of St Johns County, Florida, and any future recorded Plat of the Properties as hereinafter defined.
- Section 22. **PROPERTIES.** "Properties" shall mean and refer to the property described on the Plat and such additional property that may hereafter be annexed to this Declaration and brought within the jurisdiction of the Association.
- Section 23. **RECREATION AREA.** "Recreation Area" shall mean and refer to that portion of the Properties described as Recreation Area (Tract "L") on the plat.
- Section 24. **ROADWAYS.** "Roadways" shall be all roads, drives and streets reflected on the Plat (including any future Plat of the Properties) that are intended for purpose of vehicular traffic.
- Section 25. **STORMWATER MANAGEMENT EASEMENT.** "Storm Water Management Easement" shall mean and refer to that portion of the Properties described as Drainage Easements on the Plat upon which a nonexclusive and perpetual easement shall exist in favor of the St Johns County for the purpose of storm water management and in favor of the Association for the purpose of maintenance of the storm water management system.
- Section 26. **STORMWATER MANAGEMENT SYSTEM.** "Storm Water 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 from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or other applicable laws.
- Section 27. **STREETSCAPE EASEMENT.** "Streetscape Easement" shall mean that portion of the Roadways located in any cul-de-sacs or islands upon which area improvements shall be constructed or placed by Declarant thereon, including without limitation, curbs, landscaping, lighting, sculpture and irrigation systems, the repair and maintenance whereof shall be the obligation of the Association, as hereinafter provided.

ARTICLE II - MEMEBERSHIP AND VOTING RIGHTS

- Section 1. **MEMBERS.** The Declarant, so long as it shall hold title to one Lot, and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership from any Lot.
- Section 2. **VOTING RIGHTS.** The Association shall have two classes of voting membership:
 - Class A. Class A members shall be all owners of Lots (with the exception of the Declarant until the Class B membership shall cease to exist at which time Declarant shall convert to Class A membership), and such Owners 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. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.
 - Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership subsequent to December 31, 2020, and upon the happening of either of the following events, whichever occurs earlier:
 - (a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
 - (b) On December 31, 2034
 The Class B membership may be voluntarily converted to Class A membership at any time by the Declarant.
- Section 3. **AMPLIFICATION.** The performance of this Declaration may be amplified with the Articles and the Bylaws of the Association: PROVIDED, HOWEVER, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws of the Association, this Declaration shall control.

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ARTICLE III
COVENANT FOR MAINTENANCE
ASSESSMENTS AND CAPITAL CONTRIBUTIONS

Section 1. CREATION OF THE LIEN; PERSONAL OBLIGATION OF ASSESSMENTS AND CAPITAL CONTRIBUTIONS. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges;
- (b) charges for capital contributions and
- (c) special assessments.

Such annual and special assessments and capital contributions shall be established and collected as hereinafter provided. The annual and special assessments and capital contributions, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment and charge for capital contribution is made. Each such assessment and charge for capital contribution, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the party who is the Owner of such Lot at the time when the assessment or the charge for capital contribution falls due. In the event there is more than one owner of any given Lot, all owners of such Lot shall be jointly and severally liable for the entire amount of such assessment and capital contribution. The personal obligation for delinquent assessments and charge for capital contributions shall not pass to a successor in title to the Lot unless expressly assumed by them; however, the continuing lien against any portion of the Properties shall not be extinguished or affected by a conveyance thereof, unless otherwise provided herein.

Section 2. PURPOSE OF ANNUAL ASSESSMENTS AND CHARGE FOR CAPITAL CONTRIBUTIONS. The annual assessments levied by the Association and charge for capital contributions shall be used to enable the Association

- (a) to provide for construction, improvement and maintenance of the Entrance Area, Recreation Area, Streetscape Easement, and the Stormwater Management Easement, and the improvement and maintenance of the Park, as such may be constructed and/or improved from time to time as provided for herein, including without limitation electrical lighting, signage, sculpture, irrigation, landscaping, and construction, maintenance and repair of all of the foregoing;
- (b) to provide for construction, maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District. The Association shall be responsible for the construction, maintenance, operation and repair of the stormwater management system(s). Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St Johns River Water Management District. The Association shall be responsible for such construction, maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St John's River Water Management District;
- (c) to provide for improvement and maintenance of the roadway improvements as the Declarant and/or the Association shall be obligated to maintain or repair pursuant to the terms of any Agreement made or to be made between Declarant and St Johns County;
- (d) to provide for all expenses of operating the Association, including without limitation, insurance expense, legal and accounting fees, payroll and general office operating expenses and to pay any and all other things necessary or desirable in the judgment of the Board of Directors;
- (e) to repay funds, together with the interest thereon, borrowed by the Association and used for the purposes referred to herein; and
- (f) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion in a line-item budget the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and expenditure of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portion of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

- Section 3. **MAXIMUM ANNUAL ASSESSMENT.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be Seven Hundred Fifty Dollars and No Cents (\$750.00) per Lot.
- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership as hereinafter provided.
 - (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of a majority of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
 - (c) The Board of Directors may fix the annual assessment as of January annually at an amount not in excess of the maximum amount set forth herein without a vote of the membership. The membership is something

Section 4. **SPECIAL ASSESSMENTS.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any part of the Entrance Area, Development Edge, Recreation Area, Park or the Stormwater Management Easement area, together with any and all improvements located thereon maintained by the Association, provided that any such assessment shall have the assent of a majority of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may also be levied against any Owner of a Lot for expenses incident to the abatement of a nuisance on any Lot or for expenses incurred as a result of enforcing any of the provisions of this Declaration. Such special assessments may be levied at any special or annual meeting of the Board of Directors of the Association. The due dates for any special assessments under this section shall be established by the Board of Directors. Notwithstanding the above, special assessments to pay AI Installments (as defined in Section 11) may be levied each year as contemplated by the provisions of Section 11 until such time as the entire AI Amount (as defined in Section 11) has been paid in full, and any such assessments shall not be subject to any consent, vote or approval by or of the Lot Owners.

Section 5. **NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.** Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. **UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly, semiannually or annual basis as determined by the Board of Directors of the Association provided, however, that special assessments may be levied non-uniformly against one or more Owners as provided in Section 4 subparagraph (c) hereof. Notwithstanding any provision that may be contained to the contrary in this instrument for so long as Declarant is the Owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that Declarant fund any deficit in the annual operating expenses of the Association. Declarant may at any time commence paying such assessments as to all Lots that it owns and thereby terminate its obligation to fund deficits in the annual operating expenses of the Association.

Section 7. **DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES.** The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. Notwithstanding the foregoing, as to vacant Lots purchased directly from Declarant, annual assessments shall not commence until the earlier to occur of (i) completion of construction of a single family residence and subsequent conveyance to a third party who will occupy such residence, or (ii) the first day of the first month following that date which is six (6) months after such Lot is purchased from Declarant. Initial annual assessments shall be paid in advance and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the

annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. WORKING CAPITAL CONTRIBUTIONS; DUE DATE. The charge for working capital contribution shall be Five Hundred Dollars and no/100 (\$500.00) for every conveyance of title to any Lot to any person or entity other than Declarant. The charge for such working capital contributions shall be due and payable to the Association by the Owner of such Lot at the time of conveyance of title to a Lot to such Owner and such payment shall be accompanied by a copy of the deed evidencing such conveyance.

Section 9. LIEN FOR ASSESSMENTS. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association, which shall be evidenced by a recorded claim of lien executed by an officer of the Association. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

(a) Remedies of the Association.

- (i) Personal Obligation. Any assessment not paid within thirty (30) days after its due date bears interest from the due date, at a rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the common areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.
 - (ii) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner.
- (b) Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.
- (c) Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any first mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a first mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said first mortgage. Any assessment extinguished by the foreclosure of a first mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any first mortgagee of a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such first mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such first mortgagee has given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the first mortgagee any duty to collect assessments.

Section 10. **EXEMPT PROPERTY.** All properties dedicated to and accepted by a local public authority or private utility provider and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments and charge for capital contributions created herein, except however that no land or improvements devoted to dwelling use shall be exempt from the assessments and charge for capital contributions created herein (except as described in Section 6 of this Article).

Section 11. **AMENITY IMPROVEMENTS.** In connection with the development of the Properties, Declarant has or will construct, supply, furnish and otherwise provide certain Common Area improvements which shall include, without limitation: the Entrance Area and Recreation Area amenities and improvements, including, wall signs and fencing, and associated lighting, irrigation and landscaping; and, may include fencing around portions of the perimeter boundary of the Amenity, the Properties and around certain storm water management facilities (collectively, the "Amenity Improvements").

Dedication. Declarant hereby agrees to construct, supply, furnish and otherwise provide the Amenity Improvements, which Amenity Improvements shall be completed no later than two (2) years from the date of the recordation of this Declaration. The Amenity Improvements are hereby dedicated by Declarant to and for the use and enjoyment of all Lot Owners, and title to the Amenity Improvements is hereby dedicated, transferred and conveyed to the Association. Association shall be responsible, at its expense, for the maintenance, repair and replacement of the Amenity Improvements.

Assignability. Declarant has the ability to assign its rights under this Section 11, in whole or in part, without the consent of Association or any other parties.

Amenity Improvement Rights Personal to Original Declarant. Notwithstanding anything else to the contrary herein, the term "Declarant" as used in this Section 11 shall at all times mean Rock Springs Farms LLC, a Florida limited liability company ("Rock Springs Farms"), which is the original Declarant under this Declaration. In the event that Rock Springs Farms may hereafter assigns some or all of its rights as "Declarant" hereunder, the rights of "Declarant" under the terms of this Section 11 shall nevertheless remain personal to Rock Springs Farms except to the extent the same are expressly assigned by Rock Springs Farms pursuant to above and with explicit reference to this Section 11.

Lot Owner Acknowledgement. Each Lot Owner, by accepting a deed to a Lot, shall be deemed to acknowledge and agree that (i) such Lot Owner may be subject to annual special assessments for its pro rata share regarding maintenance and upkeep of the Amenity Improvements; and (ii) such Lot Owner has and will derive direct and substantial benefit from the Amenity Improvements.

ARTICLE IV
ARCHITECTURAL REVIEW COMMITTEE

Section 1. **ARCHITECTURAL REVIEW COMMITTEE.** The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee (the "A.R.C.") composed of three (3) or more persons who need not be Owners. At least one member of the A.R.C. may be an architect or landscape architect (the "Professional Advisor") or, alternatively, the A.R.C. may retain the services of a Professional Advisor to assist the A.R.C. in the performance of its duties. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of (a) the sale by Declarant of all the Lots in the Properties or (b) ten (10) years from the date this Declaration is recorded. Thereafter, the Board of Directors of the Association shall appoint the A.R.C. members. Any references herein to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed except that the Professional Advisor, if any, shall be paid a reasonable fee, and any actual expenses incurred in the performance of his duties, approved by the board of Directors of the Association. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

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Section 2. **A.R.C. AUTHORITY.** Unless the Declarant is designated by this Declaration to regulate a particular design aspect of the Properties, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property (including without limitation the Entrance Area, the Streetscape Easement or the Storm Water Management Easement) to (a) assure harmony of external designs and location in relation to surrounding buildings and topography, (b) protect and conserve the value and desirability of the Properties as a single family residential community, (c) maintain, to the extent reasonably practical, the exterior design, appearance, and landscaping of the improvements located on the Properties in substantially the same appearance and condition as existed at the completion of construction of the improvements, subject to normal wear and tear that cannot be avoided by normal maintenance, and (d) maintain compatibility of external appearance among the improvements located on the Properties. The power to regulate includes the power to prohibit, and to require the removal of (when constructed without the A.R.C. approval) those exterior appearances, uses, or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Properties as a single family residential community. The A.R.C. may adopt, rescind and amend reasonable rules and regulations in connection with the foregoing provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration, and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

Section 3. **A.R.C. APPROVAL.** Except for all construction relating to the initial development of the Properties by Declarant and items installed by Declarant as part of such development, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of any improvements within the Properties unless any structure, use, or activity is expressly permitted by the A.R.C.'s promulgated rules and regulations from time to time in effect. Builders or Owners must contact Declarant or the A.R.C. for current required policies and procedures and submit requests for A.R.C. approval. Applicants will require a refundable deposit of \$250.00. The purpose of this deposit is for the protection of all homeowners by insuring compliance with the A.R.C. requirements and prompt response to requests for action during construction. When the residential construction is complete and all improvements have been approved by the A.R.C., the deposit will be refunded (less any damages withheld at sole discretion of the A.R.C.).

Section 4. **CONSTRUCTION OF IMPROVEMENTS.** No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition, change or alteration of any structure be made nor shall any radio, television aerial or antenna, satellite dish, or other exterior electronic or electrical equipment or device be installed on the Properties; nor shall any mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the Properties; until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the A.R.C.

Section 5. **LAND USE AND BUILDING TYPE.** Unless approval in writing is given by Declarant prior to the cessation of Declarant's Class B membership in the Association, and except as authorized by this Declaration, (a) no Lot shall be used except for residential purposes and for associated purposes such as for easements and for storm drainage; (b) no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty-five (35') feet in height and a private garage for not less than two cars; and (c) no building situate on any Lot shall be rented or leased separately from the rental of the entire Lot. No sheds, carports, or auxiliary structures shall be permitted to exist on any Lot except as approved by the A.R.C. The provisions hereof shall not be construed to prohibit the Declarant or any Builder authorized by Declarant from utilizing any residential dwelling for a model home or sales office.

Section 6. **MOTORISTS' VISION TO REMAIN UNOBSTRUCTED.** No fence, wall, hedge, shrub, bush, tree or other things, natural or artificial, may be placed or located or maintained on any Lot if the location of same will, in the sole judgment and opinion of the A.R.C., unreasonably obstruct the vision of the motorist upon roadways in the Properties.

- Section 7. **MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE.** No residence which is the principal residence on a Lot shall be erected or allowed to remain on any Lot unless the square footage of heated area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,200 square feet.
- Section 8. **SET BACK FOR ALL STRUCTURES AND VIEW EASEMENT.** No residential dwelling shall be nearer than fifteen (15') feet to the front Lot line, nor nearer than ten (10') feet to the rear lot line, nor nearer than five (5') feet to any side Lot line. No garage or other structured dwelling shall be nearer than twenty (20') feet to the Lot line.
- Section 9. **OTHER STRUCTURES.** Any equipment, including without limitation, any air conditioning equipment, water softener, or similar equipment, that is located outside shall be enclosed or screened so that such equipment shall not be visible from any contiguous street or Lot. The material and design of such enclosure shall be subject to the written approval of the A.R.C. No other improvements or structure, whether attached or detached, shall be erected or placed on any Lot without the prior written consent of the A.R.C.
- Section 10. **LANDSCAPING.** In connection with the construction of improvements on any Lot, complete landscaping plans must be approved in advance in writing by the A.R.C., together with the plans and specifications for construction of improvements as described in Section 3 of this Article. No living trees greater than twelve (12") inches in diameter measured four (4') feet above the natural surface of the ground may be removed without the written approval of the A.R.C. Any person removing trees in violation of this covenant may be subject to a special assessment for mitigation as determined by the A.R.C. In the event that an Owner deems it necessary to remove a tree because it is dead, damaged, or the failure to remove it could result in significant injury or damage to person or property, such Owner shall obtain from a qualified landscape architect, tree surgeon or removal specialist, a statement that the tree is in fact dead, damaged or has the potential to cause injury, which statement must be accepted and approved by the A.R.C. prior to the tree's removal. No artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. Natural areas as part of an overall landscaping plan must be approved by the A.R.C. No grading, filling, or other alteration of any Lot shall be undertaken at any time without the prior written approval of the A.R.C. The provisions of this Section 10 shall not be binding upon the Declarant.
- Section 11. **NO OVERHEAD WIRES.** All telephones, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided through underground primary service lines running to transformers. The Declarant has provided underground conduits to serve each Lot extending from the applicable transformer to a point at or near a Lot line, and such conduit from the transformer to each Lot shall be, become and remain the property of the Owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those wires in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence or other building on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. The Owner, from time to time, of each Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transferor to the residence, building, or other improvements on his Lot.
- Section 12. **COMPLETION OF COMMENCED CONSTRUCTION.** When the construction of any approved building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved under Article IV hereof must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. At the commencement of construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway. Such vehicles shall not be parked at any time on the street or upon property other than the Lot on which the construction is proceeding. The owner of any Lot during construction shall be personally liable to repair any and all damage to curbs, gutters, driveways, sidewalks, and pavement within the subdivision caused or occasioned by such construction and all such damage shall be repaired as soon as practicable but no later than within ten (10) days after such damage. Upon the failure of such Owner to

timely repair such damage, the A.R.C. may cause such repairs to be made under and resort to the remedies provided by Article VII hereof.

Section 13. **FENCES.** – Except as approved by the A.R.C., no fence, wall or hedge shall exceed six (6) feet in height and no chain link or similar style fence shall be allowed on any Lot. All fences, except those abutting a lake, shall be constructed in white vinyl material or of a color, design and material approved in advance by the ARC. No fence or wall shall be built beyond the plane from the front corner of the Home to the side lot lines. For corner Lots, no fence or wall on the side common to the street right of way shall extend forward of the rear corner of the Home. On lots abutting lakes, canals or other bodies of water, no fence shall be placed beyond the top of the bank. Only open picket, black metal fences shall be allowed along the rear Lot line and along the rear sixteen feet (16') of each side Lot line. Fencing on the side Lot lines of Lots abutting lakes, canals or other bodies of water may be either four (4) or six (6) feet, open picket, black metal or vinyl of a color, design and material approved in advance by the ARC, with the rear sixteen feet (16') transitioning from four (4) to six (6) feet, if applicable. The Owner assumes complete responsibility to maintain any fence on such Owner's Lot, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARC's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

Section 14. **DRIVEWAYS AND SIDEWALKS.** Each owner of a single family residence upon a Lot shall construct, or cause to be constructed at his expense prior to occupancy of any such residence, a driveway extending from the paved portion of the abutting street to the garage entrance accompanying such residence; no ribbon or strip driveways shall be constructed out of concrete unless the written approval of the A.R.C. is first obtained.

Section 15. **DRAINAGE EASEMENTS AND STORM/SURFACE WATER MANAGEMENT.**

- (a) Developer has granted or acknowledged Drainage Easements upon portions of Lots located within the platted portion of the Properties, for the purpose of draining the flow of excess surface water, if any, found upon a Lot from time to time. Each Owner of a Lot encumbered with a drainage easement, including any Builder, agrees to maintain these Drainage Easements in accordance with the Neighborhood Grading and Drainage Plan approved by St Johns County, a copy of which is on file with the Association. Any damage to the Drainage Easements, whether caused by natural or manmade phenomena, shall be repaired and the Drainage Easements returned to their former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Easements are located. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. FLR20CZ81 authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit.
- (b) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to construct, operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to construct, operate, maintain or repair the surface water or stormwater management

system as required by the St. Johns River Water Management District permit. Additionally, the Association will have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District or, if applicable, the Florida Department of Transportation.

Section 16. **APPLICATIONS.** All applications to the A.R.C. must be in writing and accompanied by detailed and complete plans and specifications. If the A.R.C. does not approve or disapprove any application in writing within thirty (30) days after receipt of a completed application including the \$250.00 deposit, the A.R.C.'s approval will be deemed given as to all applications not prima facie in violation of the terms of this Declaration. In all other events, the A.R.C.'s approval must be in writing.

Section 17. **INSPECTION.** The A.R.C. or its designate shall inspect the construction after completion to assure compliance with approved plans and specifications and shall issue a certificate of compliance; provided, however, if such construction is not compliant, then it shall report to the Board of Directors specifying the matters of noncompliance. The Board of Directors shall consider the matters of noncompliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the noncompliance or requiring the Owner to correct the noncompliance items.

Section 18. **LIMITED LIABILITY.** In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Declarant or the Association, neither the Declarant, the A.R.C. members, the Board of Directors, the Professional Advisor, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews inspections, consents, or required approval whether given, granted, or withheld.

ARTICLE V USE RESTRICTIONS

Section 1. **NO PARKING OF WHEELED VEHICLES, BOATS, ETC.** No wheeled vehicles (excluding automobiles and vans bearing no commercial signs) of any kind, including but not limited to, camper trailers, recreational vehicles, motor homes, mobile homes, boat trailers, boats, motorcycles, or any other objects shall be kept or parked on any Lot or street shown on the Plat or any future Plat of the Properties. However, any such vehicle or objects may be kept (i) if completely inside a garage attached to the main residential dwelling provided the garage door is closed except for entry and exit or (ii) if within the rear or side yard of a Lot provided the same are totally screened by a privacy fence approved by the A.R.C. Private automobiles and vans (bearing no commercial signs) of a Owner or the lawful occupants of a residential dwelling, may be temporarily parked on the driveway of a Lot so long as such vehicles are parked to the rear of the front wall of the residence located upon the Lot. No vehicle of any kind may be parked or permitted to remain on the grassed area of any Lot, except in fenced in areas as hereinabove stated. Commercial vehicles may be parked in driveways during the times necessary for pickup and delivery services, and solely for the purpose of providing such service to Lot Owners, their guests, invitees or of the lawful occupants of a Lot. Repairs of wheeled vehicles of any kind, boats and boat trailers, etc., outside of a closed garage, is prohibited. Nothing contained herein shall be construed to prevent any Builder, subcontractor or supplier to park trucks or other commercial vehicles of any kind on any Lot or street during the course of development of the Property or construction or reconstruction of a residential dwelling.

Section 2. **SHEDS, SHACKS, OR TRAILERS.** No shed, shack, trailer, tent, barn, basement, outhouse, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot provided; however, a party tent may be erected on any Lot for period of not more than forty-eight (48) hours. However, this paragraph shall not prevent the erection of a temporary office and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Without the written approval of the Declarant, no contractor or salesperson shall maintain for longer than eight (8) months a trailer or portable construction shack

used in connection with the construction or sale of houses being built in the subdivision on any Lot; all such temporary construction trailers or shacks shall be maintained in an attractive and clean design. The provisions hereof shall not be construed to prohibit the Declarant or any Builder from utilizing any residential dwelling for a model home or sales office. Sheds must be approved by the ARC and shall be no larger than 144 square feet.

Section 3. **RESIDING ONLY IN RESIDENCE.** No basement, garage or any outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently, except that a construction trailer may be used for office purposes during the period of construction of the main residence.

Section 4. **SIGNS.**

- (a) No sign of any character shall be displayed or placed upon any Lot except for the following, (i) "FOR SALE" or "FOR RENT" signs, which signs must refer only to the particular premises on which displayed, and must be of materials, size, height and design approved by the A.R.C., which approval shall not be unreasonably withheld; (ii) those signs required by law or statute; and (iii) not more than 2 (two) Political Signs for current upcoming elections and must be of materials, size, height and design approved by the A.R.C., which approval shall not be unreasonably withheld. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from Declarant or the Association.
- (b) Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwelling, model houses and other structures as the Declarant may deem advisable for development, sales or rental purposes.
- (c) Notwithstanding anything contained herein, the Declarant, the A.R.C. or their designated representatives or any person having the right to enforce this Declaration may enter upon any Lot and summarily remove any signs which violate the provisions of this Section and such entry and abatement, correcting or removal shall not be deemed a trespass or make the Declarant, the A.R.C., their designated representatives, or any person having the right to enforce this Declaration, liable in anywise for any damages on account thereof.

Section 5. **PETS.** Not more than two dogs or two cats or two domestic birds or four rabbits may be kept on a single Lot for the pleasure and use of the occupants; no animals shall be kept for any commercial or breeding use of purpose. If any animal becomes dangerous or an annoyance or nuisance in the neighborhood or to nearby property or destructive of wildlife, such animal may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

Section 6. **UPKEEP AND MAINTENANCE OF DWELLING AND LOTS.** Each Lot Owner shall prevent the occurrence of any unclean, unsightly or unkempt conditions of buildings or grounds of any Lot, which shall tend to decrease or adversely affect the aesthetic appearance of the development or specific areas therein. In addition to the foregoing, each Owner shall maintain and care for the grassed areas (including, without limitation, all landscaping thereon . if any) located between the front and/ or side lot line of such Owner's Lot and the edge of the roadway in front and/ or side of such Owner's Lot.

Section 7. **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be permitted to be on any part of any Lot or road right-of-ways. All garbage shall be kept in covered receptacles in places on the Lots as determined and approved by the A.R.C. No garbage receptacle shall be placed on the roadsides of the Properties for collection earlier than the morning of collection and all garbage receptacles must be promptly removed from public view after garbage collection but in no event later than sundown on the day of collection. No clothing or any other household fabrics shall be hung in the open on any portion of any Lot.

Section 8. **WINDOWS, AIR CONDITIONING, UNITS, FANS.** No window air conditioning units, window fans, or exhaust fans shall be installed or permitted to remain on any residential dwelling constructed on any Lot.

Section 9. **WINDOW COVERINGS.** No plastic, foil or similar material shall be permitted on any window of a residential dwelling constructed on any Lot.

Section 10. WELL LIMITATION, WATER SERVICE AND SEWER DISPOSAL. St Johns County, or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. Irrigation wells may be dug or drilled on any of the Lots to provide water for use upon the Lot; however, no water shall be used within any structure built upon a Lot except potable water, which is obtained from St Johns County, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines owned or controlled by St Johns County, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system.

Section 11. WATER AND SEWAGE REGULATIONS. All Lots and the dwellings thereon are subject to all rules and regulations relative to water and sewage rates, usage, rights, privileges and obligations regarding such service as may be adopted from time to time by FPL, its successors and assigns, and St Johns County.

ARTICLE VI
EASEMENTS

Section 1. (a) The Declarant hereby reserves for itself, its successors and/or assigns, including without limitation the Association, a perpetual, and alienable easement privilege and right on, over and under (i) the easements, if any, shown on the Plat of Rock Springs Farms to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines / ditches or drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, lighting, water, drainage, sewage, and other conveniences or utilities (whether such easements are shown on said Plat to be for drainage, utilities or other purposes), (ii) that unpaved portion of roadways located in the cul-de-sacs or islands for the purpose of establishment, maintenance and repair of curbs, landscaping, lighting and irrigation systems, or such other improvements as shall be constructed or placed by Declarant thereon and (iii) the front 20 feet of each Lot adjacent to roadways for the purpose of maintenance and repair of the stormwater management system located therein. No Owner shall have the right to diminish, remove, augment, or enhance any decorative planting within any easement areas without the consent of the A.R.C. having been first obtained. Such decorative plantings shall be maintained by the Association. Declarant may at any time transfer its easement right and all other rights and obligations under this paragraph to the Association and upon such transfer Declarant shall be released from all maintenance obligations, if any, which may exist hereunder. The Owners of the Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mainlines, landscaping, lighting, or other equipment or facilities placed on, over or under the Properties which is subject to said privileges, rights and easements.

(c) Within the aforesaid mentioned easements, no structure, planting or other material shall be placed or permitted to remain which may impair drainage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, the utility company or the Association is responsible.

(d) Swimming, boating, fishing, introducing waterfowl or marine life, dumping or discharging substances, operating watercraft except for any watercraft used by the Association for maintenance, care and repair is prohibited in the Lake as defined above within the Lake and Drainage Easement Tract on the Plat. The Association, the Declarant and Builders are not liable for any potential damage or injury caused by or resulting from an owner's, tenant's, guest's, or invitee's unauthorized use of the Lake and drainage easement tracts.

Section 2. Declarant and its successors and assigns shall have the sole and exclusive right to operate and maintain, all improvements located within the Entrance Area, including without limitation the right to plant, replant, irrigate, landscape, trim, edge, fertilize, spray with insecticide and mow all plantings from time to time located within the Entrance Area.

Section 3. Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved in, under, over and through all street, roads, drives, courts, lanes, ways and rights-of-way on the aforesaid recorded Plat. Such easements are reserved for the benefit of those portions of the Properties that are owned by Declarant and for the benefit of any lands that Declarant

may hereafter add to the Properties as otherwise reserved herein. These easements shall be terminable in whole or in part by a local public authority or utility of the applicable easement area.

Section 4. The Non-Access Easement as defined above and as represented on the Plat is for the intended purpose of restricting any of such lot owners, their guests, agents and others from accessing Rock Springs Farms.

Section 5. The Development Edge as defined above and as represented on the Plat is for the purpose of maintaining a landscaped buffer between the Association and the adjacent property owners to the north and the south.

ARTICLE VII MAINTENANCE BY ASSOCIATION

Section 1. The Association shall have the duty and obligation to construct, repair and maintain the Entrance Area, the Recreation Area, the Park, the Streetscape Easement and the Stormwater Management Easement and all improvements located therein as such may be improved from time to time as provided for herein, including without limitation electrical lighting, signage, sculpture, irrigation, landscaping, and walls and fences.

Section 2. The Association shall have the duty and obligation to provide for construction, maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District. The Association shall be responsible for the construction, maintenance, operation and repair of the stormwater management system(s). Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Management District. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Section 3. In the event any Owner shall fail to or refuse to perform any maintenance required hereunder, the Board of Directors of the Association may serve written notice upon such Owner demanding that such Owner perform the maintenance required hereunder within fifteen (15) days after date of notice thereof by certified mail, postage prepaid to such Owner's address as shown by the records of the Property Appraiser of St Johns County, Florida. If, after the expiration of such fifteen (15) day period, such Owner has failed or refused to comply with the demands stated in the written notice, then the Association may cause such maintenance to be made, and the Association shall be entitled to levy a special assessment against the Owner of such Lot for the cost of such maintenance. Such assessment shall in every respect constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lot.

Section 4. ACCESS FOR MAINTENANCE. Declarant, Association, their authorized agents and assigns are hereby granted a perpetual easement for ingress and egress over any Lot located in Rock Springs Farms for the purpose of inspecting and performing maintenance in accordance with the terms of this Declaration or performing any maintenance as required under this Declaration, should the Owner of such Lot fail to perform such maintenance.

Section 5. MAINTENANCE OF PARK. Declarant and the Association specifically acknowledge that the maintenance, repair and other obligations set forth in the Maintenance Agreement are in the best interests of the Association and its Membership. Each Lot Owner, by accepting a deed to a Lot, shall be deemed to acknowledge and agree that (i) such Lot Owner may be subject to annual special assessments for its pro rata share regarding maintenance and upkeep of the Park; and (ii) such Lot Owner has and will derive direct and substantial benefit from the Park.

Section 1. MAINTENANCE OF DRAINAGE DITCH. Pursuant to a maintenance agreement between Declarant and the Florida Department of Transportation recorded in Book 5097 at Page 1348 of the public records of St Johns County, Florida that has been, or will be assigned to the Association, the Association shall have the obligation to provide for the maintenance of: i) the drainage [lateral] ditch traversing the center of the Properties that provides for stormwater drainage; and ii) the 31' x 6' bridge constructed across the

drainage ditch. Each Lot Owner, by accepting a deed to a Lot, shall be deemed to acknowledge and agree that such Lot Owner has and will derive a direct and substantial benefit from the drainage ditch.

ARTICLE VIII
GENERAL PROVISIONS

- Section 1. ASSOCIATION MAY CORRECT VIOLATIONS. Wherever there shall have been built or there shall exist on any Lot any structures, building, thing or condition which is in violation of any provision of this Declaration, the Association shall have the right, but no obligation, after ten (10) days written notice has been given to the Lot Owner of such violation, to enter upon the Property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way for any damages or account thereof.
- Section 2. DECLARANT MAY DESIGNATE A SUBSTITUTE. The Declarant shall have the sole and exclusive right at any time, from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Declaration or under the provisions of said Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.
- Section 3. AMENDMENTS – RELEASE BY DECLARANT. The Declarant reserves and shall have the sole right (a) to amend this Declaration, (b) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions, and easements applicable to a particular Lot, PROVIDED, HOWEVER, that any amendments or additions to this Declaration shall conform to the general purposes and standards of the provisions herein contained, and (c) to release any Lot from any of the provisions of this Declaration which have been violated (including without limiting the foregoing violations of building restriction lines, setback lines, and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violations to be minor and insubstantial.
- Section 4. AMENDMENT WITH CONSENT OF OWNER AND EFFECTIVE PERIOD. In addition to the rights of Declarant as set forth in Section 3 above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five (75%) percent of the Lot Owners and by Declarant until the Class B membership of the Declarant in the Association shall cease, and thereafter by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Any amendment must be recorded.
- Section 5. ANNEXATION BY DECLARANT. Additional property may be made part of the Properties, at Declarant's sole discretion, until the Class B membership of the Declarant in the Association shall cease. No consent to such annexation shall be required from any other party. Such annexed additional property shall be brought within the provisions and applicability of this Declaration by recording an amendment or supplemental declaration to this Declaration in the public records. The amendment or supplemental declaration shall subject the annexed property to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed property were described herein as a portion of the Properties as originally recorded.
- Section 6. AMENDMENT – STORMWATER MANAGEMENT SYSTEM. Any amendment to this Declaration which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.
- Section 7. LEGAL ACTION ON VIOLATION. If any person, firm, corporation or other entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for Declarant, the Association or Owner to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration and (b) prosecute proceedings in equity for the purpose of preventing or

enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, the Association or any Owner to enforce any covenant or restrictions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior or subsequent thereto. Declarant and Association shall not have any liability to any Owner, mortgagee, or tenant for failure to enforce any of the provisions of this Declaration. Any Owner found in violation of any of the provisions of this Declaration shall be obliged to pay a reasonable attorneys' fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All provisions of this Declaration shall be deemed several and independent. The invalidity of any of the provisions of this Declaration shall in no way impair the validity of the remaining provisions or any part hereof.

Section 8.

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 this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system. Notwithstanding anything to the contrary contained herein, Failure of an Owner and/or their Tenant to comply with any limitations or restrictions in the Declaration or any of the Subdivision Documents or with any Rules and Regulations promulgated by the Association shall be grounds for action which may include, without limitation, **finest of not more than \$100.00 per day**, an action to recover sums due for damages, injunctive relief or any combination thereof. Without limiting the generality of the foregoing, an Owner and/or their Tenant shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of any of the Subdivision Documents or with any Rules and Regulations promulgated by the Association.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been executed on this 9 day of December, 2020, by Declarant, acting by and through its undersigned officer who is thereunto duty authorized.

Signed, sealed and delivered in the presence of:

Terry Tuten
Print Name

DECLARANT: ROCK SPRINGS FARMS LLC
a Florida limited liability company

By: [Signature]
Print Name: John Byrnes
Its: Manager

[Signature]
CHASE BARKE
Print Name

COPY

State of Georgia
County of GLYNN

The foregoing instrument was acknowledged before me this 9 day of December, 2020, by John Byrnes, Manager of Rock Springs Farms LLC, a Florida limited liability company, on behalf of the company, and who is personally known to me.

[Signature]
Notary Public
David Faith
Print Name

My commission expires:

11/9/2024

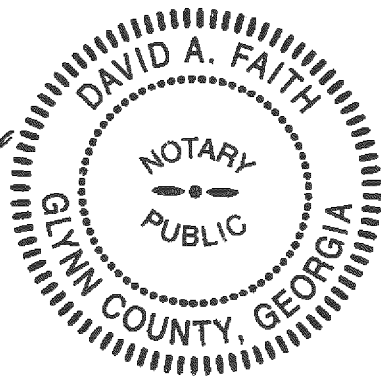


EXHIBIT A

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC.
(A Florida not-for-profit corporation)**

ARTICLE I - NAME AND DEFINITIONS

The name of this corporation shall be ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC. (the "Association"). All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants and Restrictions of ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC. to be recorded in the public records of St Johns County, Florida (the "Declaration").

ARTICLE II - PRINCIPAL OFFICE AND MAILING ADDRESS

The location of the corporation's principal office shall be 7085 US HWY 1 South, Suite B, St Augustine, FL 32086. Its mailing address shall be PO Box 22547, St Simons Island, GA 31522, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

ARTICLE III - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation is 5150 Belfort Road, Bldg. 100, Jacksonville, FL 32256 and the name of its initial registered agent at such address is Lawrence Ansbacher.

ARTICLE IV - PURPOSES

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

- A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.
- B. To own, maintain, repair and replace the Common Area, including without limitation the streets, street lights, landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.
- C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District (the "District") **Permit No. SJRWMD ERP #106584-4**, as such permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.
- D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.
- E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such buildings, structures, landscaping, paving and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.
- F. To operate without profit for the sole and exclusive benefit of its Members.
- G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

ARTICLE V - GENERAL POWERS

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

- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.
- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.
- J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

ARTICLE VI – MEMBERS

The members ("Members") shall consist of the Declarant and each Owner.

ARTICLE VII – VOTING AND ASSESSMENTS

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

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

2. The Declarant shall have the number of votes equal to the number of votes allocated to the Members other than the Declarant, plus one vote. The Declarant shall have such voting rights for so long as it shall own any portion of the Property, or until it shall voluntarily relinquish its right to vote in Association matters, whichever shall first occur.

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

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

ARTICLE VIII – BOARD OF DIRECTORS

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) and no more than five (5) Directors. The Declarant and the Owners shall have the right to appoint Directors to the Board in accordance with the provisions of Section 720.307, Florida Statutes (2013).

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors after the transition of control of the Association from Declarant to the Members of the Association, the term(s) of office of the minority of the Directors shall be established at one (1) year, and the terms of office of the majority of the Directors shall be established at two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

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

John P. Byrnes
P. O. Box 22547
St Simons Island, GA 31522

David Faith
P. O. Box 22547
St Simons Island, GA 31522

Henry Vassa Cate III
P. O. Box 22547
St Simons Island, GA 31522

ARTICLE IX - OFFICERS

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

| | |
|-------------------------|----------------------|
| President | Henry Vassa Cate III |
| Vice President | John Byrnes |
| Secretary and Treasurer | David Faith |

ARTICLE X – CORPORATE EXISTENCE

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

ARTICLE XI - BYLAWS

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

ARTICLE XII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

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

ARTICLE XIII - INCORPORATOR

The name and address of the Incorporator is as follows:

John P. Byrnes, Esq.
P. O. Box 22547
St Simons Island, GA 31522

ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

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

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

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

ARTICLE XV - TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

ARTICLE XVI - DISSOLUTION OF THE ASSOCIATION

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

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

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

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

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity in compliance with Rule 62-330.310, Florida Administrative Code, and Applicant's Handbook Volume I, Section 12.3, acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 62-330, Florida Administrative Code, or other administrative regulation of similar import. Further, such dissolution shall require the prior approval of the Army Corps of Engineers.

ARTICLE XVII - MERGERS AND CONSOLIDATIONS

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

For the purpose of organizing a not-for-profit corporation under Chapter 617, Florida Statutes, the Incorporator hereby signs this document this 9 day of December, 2020

[Signature]
John Byrnes
Incorporator

Signed and Sealed in Our Presence:

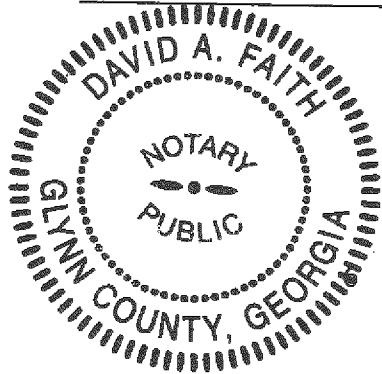
[Signature]
Witness: James Fucichola
(Name Printed or Typed)

[Signature]
Witness: CHASE BARKER
(Name Printed or Typed)

COPY

STATE OF GEORGIA
COUNTY OF GLYNN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day 9 of December, 2020, by John Byrnes, as incorporator of Rock Springs Farms Homeowners Association, LLC, a _____, on behalf of the entity, who is personally known to me or has produced _____ as identification.



[Signature]
Print Name: David Faith
Notary Public, State of Georgia
My Commission Expires: 1/9/2024

BYLAWS
OF
ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants and Restrictions for ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC. ("Declaration") to be recorded in the public records of St Johns County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

I. LOCATION OF PRINCIPAL OFFICE.

The office of ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC. ("Association") shall be at 7085 US HWY 1 SOUTH, SUITE B, ST AUGUSTINE, FL 32086, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

II. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot and **Rock Springs Farms LLC**, a Florida limited liability company (the "Declarant") as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") and shall have the voting rights as set forth hereinbelow, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Home or Lot within the Property.

B. The Association shall have classes of voting membership as follows:

1. **Residential Member.** A Residential Member shall be the fee simple owner of a Lot, other than Declarant until the Declarant Membership in the Association terminates. Each Residential Member owning a Lot shall have one (1) vote for each such Lot owned.

2. **Declarant Member.** The Declarant Member shall be Declarant or an assignee of Declarant's rights under the Declaration and these Bylaws. The Declarant Member shall be entitled to the number of votes equal to the total votes from time to time possessed by all other classifications of memberships, plus one (1) vote. Declarant Membership shall terminate (i) when Declarant no longer owns any part of the Property; (ii) when twenty (20) years have elapsed from the date of recording this Declaration; or (iii) when Declarant, in its sole discretion, elects to terminate the Declarant Membership by written notice to the Association, whichever shall first occur.

3. Notwithstanding anything contained herein, no Member shall have less than one (1) vote.

C. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

D. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

E. The share of total annual assessment, special assessments and any other assessments imposed by the Board of Directors pursuant to the Declaration, Articles and these Bylaws shall be allocated among the Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent (AE) per Lot;

F. The assessment obligations of each Owner other than the Declarant shall commence on the later of (i) the recordation of the Declaration or (ii) a Deed evidencing fee title ownership in the public records of St Johns

County, Florida. Annual assessments shall be collectible in advance on a periodic basis established by the Board of Directors from time to time. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

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

III. ELECTION OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three and no more than five (5) Directors. The Declarant and the Owners shall have the right to appoint Directors to the Board in accordance with the provisions of Section 720.307, Florida Statutes (2013).

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors after the transition of control of the Association from Declarant to the Members of the Association, the term(s) of office of the minority of the Directors shall be established at one (1) year, and the terms of office of the majority of the Directors shall be established at two (2) years each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. After transition of control of the Association from Declarant to the Members of the Association, petitions for nominees shall be accepted if signed by Members representing one-third (1/3) of the total votes held by the Members, and if received by the Secretary of the Association not less than thirty (30) days prior to the date fixed for the annual meeting of the Members.

D. After transition of control of the Association from Declarant to the Members of the Association, all elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such, ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled, and (ii) set forth the names of those nominated for each such vacancy. Each Member may cast the number of votes to which such Member is entitled as set forth in these Bylaws.

E. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

F. The members of the Board elected or appointed in accordance with the procedures set forth in this Article III shall be deemed elected or appointed as of the date of the annual meeting of the Members.

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.
6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.
7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.
8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.
9. To adopt and implement such rules, regulations and programs as may, from time to time, be required by the Development Order or any other governmental requirement.
10. To have and to exercise any and all powers, rights and privileges which a corporation organized under the corporation not-for-profit law of the State of Florida, by law may now or hereafter have to exercise.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.
2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.
3. With reference to assessments of the Association:
 - (i) To adopt an annual budget and to fix the amount of annual assessments against each Member for each annual assessment period at least thirty (30) days in advance of such date or period;
 - (ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
 - (iii) To send written notice of each assessment to every Member subject thereto.

VI. DIRECTORS' MEETINGS.

A. Regular meetings of the Board shall be held at least annually on such date and at such time as the Board may establish. Notice to the Directors of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

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

Henry V. Cate III
PO Box 22547
St Simons Island, GA 31522

John Byrnes
PO Box 22547
St Simons Island, GA 31522

David Faith
PO Box 22547
St Simons Island, GA 31522

VII. OFFICERS.

A. The Officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

K. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

| | |
|---------------------|-------------------|
| President | Henry V. Cate III |
| Vice President | John Byrnes |
| Treasurer/Secretary | David Faith |

VIII. COMMITTEES.

A. The standing committee of the Association shall be the Board of Architectural Review. The Board of Architectural Review shall have the duties, authority and functions as described in the Declaration and as elsewhere described in these Bylaws.

B. The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and may include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

IX. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall at all times maintain the Declaration, Articles of Incorporation, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Association shall retain the minutes of all meetings of the Members and the Board of Directors and all of its budgets and financial records and reports for not less than seven (7) years.

X. MEETINGS OF MEMBERS.

The annual meeting of the Members shall be held at such time and date as may be selected by the Board.

A. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding at least 10% of all the votes allocated to the entire Membership.

B. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to the address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least ten (10) days in advance. Notice of any other meeting, regular or special, shall be delivered at least ten (10) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

C. The presence, in person or by proxy, of the Members holding not less than ten percent (10%) of the total votes in the Association shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XI. PROXIES.

A. At all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

XII. SEAL.

The Association may present a seal in circular form having within its circumference the words: ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC., not for profit, 2019.

XIV. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

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

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

held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

XIV. DISSOLUTION OF THE ASSOCIATION.

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

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

2. If no municipal or other governmental authority will accept such dedication, the remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction, the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

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

C. In no event shall the Association be dissolved, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System and discharge facilities located within the Property is assumed by an entity acceptable to the St. Johns River Water Management District, Florida Department of Environmental Regulation, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 40C-42.027, Florida Administrative Code, or other administrative regulation of similar import.

XV. MERGERS AND CONSOLIDATIONS.

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

XVI. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

XVII. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.

Adopted by the Board of Directors of ROCK SPRINGS FARMS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit effective December 9, 2020

By: [Signature]
John Byrnes, Director

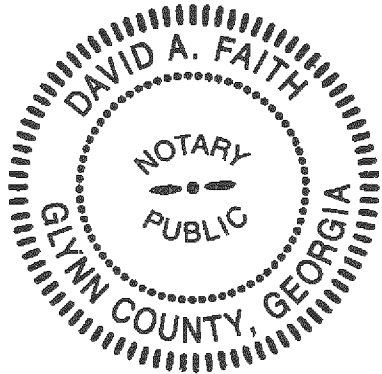
Signed and Sealed in Our Presence:

[Signature]
Witness: JANU FURETOLA
(Name Printed or Typed)

[Signature]
Witness: CHASE BARKE
(Name Printed or Typed)

STATE OF GEORGIA
COUNTY OF GLYNN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day 9 of December, 2020, by John Byrnes, as Director of Rock Springs Farms Homeowners Association, Inc., a Florida Corp, on behalf of the entity, who is personally known to me or has produced _____ as identification.



[Signature]
Print Name: David Faith
Notary Public, State of Georgia
My Commission Expires: 7/9/2021