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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLANDS AND NOTICE OF ASSESSMENTS FOR WOODLANDS HOMEOWNERS ASSOCIATION OF DUVAL, INC.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLANDS AND NOTICE OF ASSESSMENTS FOR WOODLANDS HOMEOWNERS ASSOCIATION OF DUVAL COUNTY, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made this 16th day of June, 2016, by RICHMOND AMERICAN HOMES OF FLORIDA, L.P., a Colorado limited partnership ("Declarant"), which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

RECITALS:

A. Declarant is the owner of certain land located in Duval County, Florida, being all of that real property known as WOODLANDS as shown on plat thereof recorded in the official records of Duval County Florida in Plat Book 68, Page 185, et.seq., as amended by Surveyor's Affdavit recorded in Official Records Book 17560, page 2111, public records of Duval County, Florida, hereinafter referred to as "WOODLANDS" or the "Property," being more particularly described on Exhibit A attached hereto and incorporated herein. Declarant desires to maintain the beauty of the Property to assure high quality standards for the enjoyment of the Property.

B. Declarant intends to develop the Property and construct single-family detached dwellings thereon. The dwellings will share certain Common Property (as hereinafter defined). The Property will be maintained as a residential development for the mutual, reciprocal and common advantage of all Owners (as hereinafter defined) and occupants thereof, subject to the provisions of this Declaration and all other rules and regulations applicable to the Property.

C. Declarant desires to provide for the preservation and enhancement of the Property, and for the maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each, and all of which is and are for the benefit of the Property and each Owner of a portion thereof.

D. Declarant desires to provide for the efficient management of the Property, and in connection therewith Declarant deems it desirable to create a not-for-profit corporation with the power and duty to administer and enforce the protective covenants, conditions, restrictions, easements and limitations hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and collection and disbursement of the Assessments hereinafter created. To this end, Declarant has created or will create the WOODLANDS HOMEOWNERS ASSOCIATION OF DUVAL COUNTY, INC., a Florida not-for-profit corporation ("Association"), whose membership shall include the Owners of all or any part of the Property.

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, occupied and conveyed subject to the following easements, restrictions, covenants, liens and conditions, which are for the purpose of protecting the value and desirability of and shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Declarant.

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.1.1 "Architectural Control Committee" or "Committee" shall mean and refer to the committee of the Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration.

1.1.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time. A copy of the Amended Articles of Incorporation of the Association is attached hereto as Exhibit "B".

1.1.3 "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by Owners, as more particularly defined in Article 7 of this Declaration.

1.1.4 "Association" shall mean and refer to Woodlands Homeowners Association of Duval County, Inc.

1.1.5 "Board" or "Board of Directors" shall mean and refer to the duly constituted Board, from time to time.

1.1.6 "Bylaws" mean the Bylaws of the Association, as amended from time to time. A copy of the Amended Bylaws of the Association is attached hereto as Exhibit "C."

1.1.7 "Common Property" shall mean and refer to those portions of the Property which are conveyed to the Association, plus all property designated as Common Property in any future recorded supplemental declaration, deed of conveyance or recorded Plat; together with the landscaping and any improvements thereon, including, without limitation, all of the following: Any private roadways and pedestrian walkway areas, structures, such as gate house and entry features, fencing, recreational facilities, walkways, accessways, public plazas, green space, open space, conservation or preservation areas, entrance ways, signage, irrigation systems and street lights, if any, but excluding any public utility installations thereon. Common Property shall also mean and refer to any improvements located on property owned by the Association or for which the Association has been assigned responsibility, whether or not owned by the Association. Without limiting the generality of this Section 1.1.7, in the event that Declarant determines that a particular portion of the Property is or is not Common Property hereunder (in the manner provided in said Section 2) such determination shall be binding and conclusive. Provided however, the foregoing list shall not be deemed to be a representation that the Declarant will provide any specific form of Common Property. In the event that the Association accepts an easement or similar grant over, under or through any portion of the Property or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Property for the purposes of but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant.

1.1.8 "Community" shall mean any and all land which is from time to time subjected to this Declaration, including without limitation, the Property.

1.1.9 "Community Systems" shall mean and refer to any and all cable television, telecommunication, community intranet, internet, optic cable systems, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures for receiving and transmitting electronic data, signals and audio or video communications, security monitoring systems, utilities (including those based on, containing or serving future technological advances not now known) together with all conduits, wires, amplifiers, towers, antennae and other apparatus and equipment for the provisions thereof, installed by Declarant or pursuant to any grant of easement or authority by Declarant within the Property and serving more than one Lot or Unit.

1.1.10 "County" shall mean and refer to Duval County, Florida.

1.1.11 "Declarant" shall mean and refer to RICHMOND AMERICAN HOMES OF FLORIDA, L.P., a Colorado limited partnership, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Declarant under this Declaration are independent of the Declarant's rights to control the Board of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

1.1.12 "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

1.1.13 "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on the Property including, without limitation, fountains, swimming pools, Jacuzzis, private walls, fences, awnings, shutters, gates, flower boxes, landscaping, exterior lighting, outdoor ornamentation, solar panels, docks and any and all recreational structures and any ancillary structures, creation or alteration of any lake, lagoon, marsh or site grading.

1.1.14 "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Declarant from time to time and, after the conveyance thereof by Declarant to an Owner other than the Declarant, the lot legally described in the deed of such conveyance. References herein to "Lot" shall also include the Improvements thereon, unless specifically set forth to the contrary.

1.1.15 "Member" shall mean and refer to all those Owners who are Members of the Association as hereinafter provided, including, without limitation, the Declarant.

1.1.16 "Member's Permittees" shall mean and refer to the following: (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) family members and guests of the Owner, or (vi) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting in the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

1.1.17 "Mortgage" means any bona fide first Mortgage encumbering a Lot or a Unit as security for the repayment of a debt obligation.

1.1.18 "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot or Unit, including Declarant, or its assignee.

1.1.19 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within the Property.

1.1.20 "Plat" shall mean and refer to the recorded survey of any portion of the Property which is made and recorded in accordance with Chapter 177, Florida Statutes.

1.1.21 "Property" shall mean and refer to all properties described in Exhibit "A" attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, except

such as are withdrawn from the provisions hereof in accordance with the procedures set forth in this Declaration.

1.1.22 "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

1.1.23 "Supplemental Declaration" shall mean and refer to an instrument executed by the Declarant (or the Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as a Common Property hereunder or for such other purposes as are provided in this Declaration.

1.1.24 "Turnover" shall mean turnover of control of the Association, which shall occur in accordance with Section 3.2.2 below and as provided in Section 720.307, Florida Statutes (2015). The procedure for effectively turning over control of the Association shall be as provided in such Statute.

1.1.25 "Unit" shall mean and refer to any dwelling unit constructed on a Lot.

1.2 Interpretation. The provisions of this Declaration as well as those of the Articles, Bylaws and any rules and regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive if the Board receives a written opinion of legal counsel to the Association, or the counsel having drafted this Declaration or other applicable document, that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles, Bylaws and any Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and Units and the protection of Declarant's rights, benefits and privileges herein contemplated.

ARTICLE 2. PROPERTY SUBJECT TO THIS DECLARATION

2.1 Legal Description. The initial real property which is owned by Declarant and which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is more particularly described in Exhibit "A" attached hereto and made a part hereof, all of which real property (and all improvements thereto), together with additions thereto, but less any withdrawals therefrom, is herein referred to collectively as the "Property" at the time of recording this Declaration.

2.2 Supplemental Declaration. A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units, and/or Common Property) then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Declarant; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.4 Common Property. In the event of any doubt, conflict or dispute as to whether any portion of the Property is or is not Common Property under this Declaration, the Declarant may, without the consent of the Association or then existing Owners, record in the public records of the County, a Supplemental Declaration resolving such issue and such Supplemental Declaration shall be dispositive and binding. After the Declarant no longer owns any portion of the Property, the Association may, without the consent of then existing Owners, record the aforesaid Supplemental Declaration, which shall have the same dispositive and binding effect.

2.5 Lands Owned by Others. From time to time the Declarant may permit lands to be annexed which are owned by other persons. Any declaration or supplemental declaration which subjects lands owned by other persons may be annexed provided that the owner of such land and the Declarant consent to such annexation.

ARTICLE 3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership. Every person or entity who is a record Owner of a fee interest in any Lot shall be a mandatory Member of the Association which membership shall be appurtenant to, and not be separated from title to a Lot. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.2 Voting Rights. The Association shall have two classes of Members.

3.2.1 Class A Members: All Class A Members shall be entitled to one vote for each Lot owned. If more than one person holds record title to a Lot, there shall be only one vote cast with respect to the Lot, exercised as the Owners determine among themselves.

3.2.2 Class B Members: The Class B Member shall be the Declarant. The Class B Member is entitled to one vote for each Lot owned by the Class A Members plus one. The Class B membership shall cease when the Declarant has conveyed 90% of the Lots or when Declarant, in its sole discretion, elects to terminate its Class B membership, whichever shall first occur. Until such a time as the Class B membership is converted to Class A membership at Turnover, the Class B membership shall have a right of veto on all questions coming before the membership for a vote. Upon termination of the Class B membership, Declarant shall be a Class A Member so along as it owns any Lots.

3.3 Powers of the Association

The Association shall have all the powers, rights and duties as set forth in this Declaration and the Articles. All the powers, rights and duties of the Association shall be exercised by the Board of Directors, except that the Board may not act on behalf of the Association to:

1. Amend the Declaration;
2. Terminate the Association or this Declaration;
3. Elect Directors to the Board, except prior to Turnover;
4. Determine the qualifications, powers and duties or terms of office of Directors after Turnover.
5. Mortgage the Common Property.

Except for such power, rights and duties retained by the Declarant set forth in this Declaration, the forgoing matters shall be subject to the approval of the Voting Members holding the requisite number of votes.

3.4 Amplification. The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners

set forth in this Article. Declarant intends the provisions of this Declaration and the Articles and Bylaws to be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, the Declarant intends the provisions of this Declaration to control over anything in the Articles and Bylaws to the contrary.

ARTICLE 4. COMMON PROPERTY; CERTAIN EASEMENTS; COMMUNITY SYSTEMS

4.1 Members' Easements. Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

4.1.1 The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Property and any facilities located thereon in compliance with the provisions of this Declaration and/or as set forth on the Plats of portions of the Property from time to time recorded.

4.1.2 The right of the Association to suspend the Member's (and his Member's Permittees') right to use the Common Property recreational facilities (if any) for any period during which any Assessment against his Lot remains unpaid for more than thirty (30) days; and for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's lawfully adopted rules and regulations.

4.1.3 The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities, owned by the Association, situated on the Common Property.

4.1.4 The right of the Association to adopt from time to time and to enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

4.1.5 The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Association as set forth in its lawfully adopted and published rules and regulations.

4.1.6 The right of Declarant to permit such persons as Declarant shall designate to use the Common Property and all recreational facilities located thereon (if any).

4.1.7 The right of Declarant and the Association to have, grant and use blanket and specific easements over, under and through the Common Property.

4.1.8 The right of the Association to dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, or similar entity under such terms as the Association deems appropriate and to create or contract with other associations, and special taxing districts for lighting, roads, recreational, monitoring, or communications and other similar purposes deemed appropriate by the Association. By the acceptance of the deeds to their Lots, Owners shall be deemed to have consented to such dedications and conveyances and no consent of any other party, except Declarant, prior to Turnover shall be necessary.

4.1.9 The right of the Association to mortgage the Common Property with the consent of the Owners holding two thirds of the votes.

4.1.10 The rights of the Declarant to withdraw portions of the Common Property as provided in Section 2.3 above.

4.1.11 The right of the Board of the Association to adopt rules and regulations in connection with the Property and Common Property.

4.1.12 The easements set forth in any recorded instrument affecting the Property subject to this Declaration.

4.2 Easements Appurtenant. The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.3 Maintenance. Subject to the rights of the Declarant, the Association shall maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property and facilities and improvements located thereon, or for which the Association is otherwise responsible. To the extent not otherwise provided for, the Association shall maintain, manage, operate, replace and insure the paving, drainage structures (including any retention or detention ponds), landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Property) situated on the Common Property, if any. All such work shall be done as ordered by the Board of the Association. Without limiting the generality of the foregoing, and subsequent to Turnover, the Association shall assume all of Declarant's and its affiliates' responsibilities to the County, the City, and its and their governmental and quasi-governmental subdivisions with respect to the Common Property and shall indemnify and hold Declarant and its affiliates harmless with respect thereto. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. The Association, on behalf of itself, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof. No Owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

4.4 Street Lights. Except to the extent that street lights are maintained by JEA or its successor or assign, the Association shall be responsible for the operation, maintenance, and repair of street lighting fixtures, installations and equipment designated as or located on Common Property.

4.5 Easements for Vehicular Traffic. In addition to the general easements for use of the Common Property reserved herein, there shall be, and Declarant hereby reserves and covenants for itself and all future Owners of Lots within the Property, that each and every Owner, and Declarant, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets within the Common Property, subject to the parking restrictions set forth herein.

4.6 Utility and Community Systems Easements. Use of the Common Property for utilities and Community Systems, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration and said Plats. Declarant, its affiliates, and its designees shall have a perpetual easement over, upon and under the Common Property and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems and other utilities.

4.7 Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Property in the performance of their respective duties.

4.8 Ownership. The Common Property is hereby dedicated non-exclusively to the joint and several use, in common, of Declarant, and the Owners of all Lots that may from time to time constitute part of the Property and all Member's Permittees and Declarant's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Declarant), be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved

easements as Declarant determines are necessary or convenient) to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and Assessments assessed against the Common Property shall be proportionally assessed against and payable as part of the taxes of the applicable Lots and Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same.

Declarant and its affiliates shall have the right from time to time to enter upon the Common Property and other portions of the Property (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property as Declarant and its affiliates or designees shall elect. Declarant and its affiliates may use, without charge, the Common Property and other portions of the Property for sales, displays, signs or any other sales or development purpose during the period of construction and sale of any portion of the Property or adjacent or nearby property owned by Declarant. Without limiting the generality of the foregoing, Declarant and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction or other offices. Appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Declarant, its affiliates, and their successors, assigns, employees and contractors, for sales and construction purposes. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities.

4.9 Community Systems. Declarant reserves for itself its officers, employees, agents, invitees, contractors and subcontractors, successors and assigns, and grants to the Association, a perpetual non-exclusive easement for ingress and egress over, across and under the Common Property and the rights of way of all publicly dedicated and private streets for the installation, repair, operation and maintenance of all Community Systems. Declarant further reserves unto itself the right to select, in its sole discretion, the service providers for any and all Community Systems to serve the Lots as Declarant may deem appropriate and further reserves the right to assign or grant to such exclusive service providers the exclusive, perpetual right to install, maintain, repair, replace and/or reconstruct all lines, equipment and facilities relating, directly, or indirectly, to such services and Community Systems, as is from time to time permitted by applicable law. The Association and each Owner of a Lot, subjected to this Declaration, hereby consents to any such determination by Declarant and agrees to make payment for such services pursuant to agreement through Assessments levied against the Lots. In addition, Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto, to a service provider, the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot) or to continue to own such portion of the Community Systems itself. Without limiting the generality of any other provision hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Declarant as are assigned by Declarant. Provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section, (i) may be made with or without consideration, which consideration may be retained by the Declarant), (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed, including without limitation the obligation to pay all associated costs). If the assignee is a service provider, the service provider shall be required to provide competitive Community Services to the Property, at rates comparable or less than market rates and service charges in the aggregate for similar service providers in Duval County, Florida. Declarant shall be entitled to receive and retain any rebate, credit, fee or incentive related to the installation, operation or provision of any Community System. No Owner shall avoid liability from the charges associated with the Community Systems by electing not to utilize the Community Systems.

ARTICLE 5. MAINTENANCE OF UNITS AND LOTS

5.1 Obligations. The Owner of a Lot shall maintain all exterior surfaces and roofs, fascias and soffits of the Unit and other improvements located on the Lot, including without limitation, driveway and sidewalk surfaces, and right of way lying between the extensions of the side Lot lines and the paved road, and any portion of land lying between the Owner's Lot line and the edge of water in any lake in a neat, orderly and attractive manner. No weeds or other unsightly vegetation shall be permitted to grow or remain on any Lot, and no refuse pile or unsightly object shall be allowed to be placed or remain on any Lot, provided, however, building materials may remain on Lots for the time reasonably necessary to complete the related construction. Additionally provided, however, until a Lot is cleared such Lot may remain in its natural condition. Both sides of all approved fences shall be maintained by the Owner in good and workmanlike condition. All masonry walls constructed by the Declarant, if any, shall be maintained by the Association. The Owner shall clean, repaint or restain, as appropriate, the exterior of each Unit with the same colors as initially used on the Unit, or such other colors as may be approved by the Committee.

5.2 Right of Entry. In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Association shall have the right to enter upon the Unit or Lot in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Association in its sole discretion. There is hereby created an easement in favor of the Association, and its applicable designees over each Lot for the purpose of entering onto the Lot or Unit in the performance of the work herein described.

ARTICLE 6. CERTAIN USE RESTRICTIONS

6.1 Applicability. The provisions of this Article 6 shall be applicable to all of the Property but shall not be applicable to Declarant or any of its designees or to any Lots, or other property owned by Declarant or its designees.

6.2 Uses of Lots. All Lots and appurtenant Common Property shall be used for the general purposes for which they are designed and intended. The Lots and Common Property shall be used, operated and maintained in accordance with applicable zoning and other applicable requirements, conditions and restrictions.

6.3 Easements. Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded Plats covering the Property and as provided herein. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Declarant and its affiliates, and their respective successors and assigns, shall have a perpetual easement for, but no obligation for, the installation and maintenance of all water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the Plats.

6.4 Nuisances. Nothing shall be done or maintained on any Lot or Unit which may be or become an annoyance or nuisance to the occupants of other Lots or Units. Any activity on a Lot or Unit which interferes with television, cable or radio reception on another Lot or Unit shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a dispositive decision in writing.

6.5 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral

excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property.

6.6 Visibility at Intersections. No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members Permittees, for any damages, injuries or deaths arising from any violation of this Section.

6.7 Parking and Vehicular Restrictions. Parking in or on the Common Property or on any Lot shall be restricted to the parking areas designated for such purpose. No person shall park, store or keep on any portion of the Common Property or Lot any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck, etc.), nor may any person keep any other vehicle on the Common Property, or Lot which is deemed to be a nuisance by the Board. Any boat, boat trailer or other water craft, camper, trailer or other recreational vehicle must be parked in a garage or be stored in the rear or side yard screened from view from the street by a six (6') foot fence as strictly approved by the Committee on a site specific basis in the Committee's sole discretion.

No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked on the Common Property or Lot. No person shall conduct major repairs (except in an emergency) or major restorations of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Common Property or Lot, except within enclosed garages. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. The decision of Declarant to assign specific parking spaces within the Common Property to designated companies or persons, or for specified uses, shall be final, binding and conclusive.

6.8 Exterior Antennas. To the extent permitted by law, exterior antennas, satellite dishes or similar equipment which are not larger than one meter in diameter shall be permitted on any Lot or Unit thereon, provided, however, Declarant and its affiliates shall have the right to install and maintain Community Systems and associated equipment. Any antenna, satellite dish or similar equipment installed by an Owner other than Declarant shall be subject to architectural review under Article 8 and shall be located so as to minimize their visibility from the street to the extent possible and still receive good reception.

6.9 Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e. g., solar collector panels); provided, however, that same shall be installed only in accordance with the reasonable standards adopted from time to time by the Committee and shall be reviewed in accordance with Article 8. Such standards and review shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

6.10 Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of a Lot or Unit or the Common Property without the prior written consent of the Architectural Control Committee, except signs, regardless of size, used by Declarant, its successors or assigns, for advertising during the construction, sale and leasing period.

6.11 Animal Restriction. No animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on or in any Common Property or on any Lot or in any Unit except two (2) dogs and two (2) cats. No dog, cat or other pet may run loose (unleashed) on Common Property, and pets may be walked only in areas of the Common Property designated for such purpose by the Association, if any.

6.12 Trash. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, except within an enclosed structure appropriately screened from view and otherwise in accordance with the approval of the Committee.

6.13 Temporary Structures. Except as may be used or permitted by the Declarant during periods of construction, renovation, marketing and sales, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property.

6.14 Mailbox. No mail box or paper box or other receptacle of any kind for use in delivery of mail, newspapers or magazines may be erected or located on any Lot or Unit without the approval of the Committee.

6.15 Variances. The Board shall have the right and power to grant variances from the provisions of this Article and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

6.16 Declarant Exemption. In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner, nor the Association, shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

6.16.1 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development; or

6.16.2 Prevent Declarant, its successors or assigns, or its contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant such structures including sales and/or construction trailers, as may be reasonably necessary for the conduct of its business of completing the Property and selling Lots; or

6.16.3 Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its successors or assigns, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

6.16.4 Prevent Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be initially constructed as a part of the Property; or

6.16.5 Prevent Declarant, its successors or assigns from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the sale, lease or other marketing of Lots, or otherwise taking such other actions deemed appropriate; or

6.16.6 Prevent Declarant, or its successors or assigns from filing Supplemental Declarations which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

6.16.7 Prevent Declarant from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any manner with Declarant's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

ARTICLE 7. COVENANT FOR MAINTENANCE ASSESSMENTS

7.1 Creation of the Lien and Personal Obligation for Assessments. Except as provided elsewhere herein, Declarant, for all Lots now or hereafter located within the Property, hereby covenants and agrees, and each

Owner of any Lot by acceptance of a deed or other conveyance, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments and charges for the operation of, and for payment of expenses allocated or assessed to or through the Association, for the maintenance, management, operation and insurance of the Common Property, the Association, and any applicable Community Systems, including such reasonable reserves as the Association may deem necessary, Capital Improvement Assessments, as provided in Section 7.5 hereof, Special Assessments as provided in Section 7.4 hereof, and all other charges and Assessments hereinafter referred to or lawfully imposed by or on the Association. Assessments shall be fixed, established and collected from time to time as herein provided. Annual Assessments shall be according to a budget prepared and adopted by the Board, and applied as provided herein, including for maintenance and repair of the Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements. In addition, Special Assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots, Units and/or Owners to the exclusion of others. Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment fell due and all subsequent Owners until paid, except as provided in Section 7.12 below.

7.2 Rates of Assessments. Assessments shall be made according to the budget adopted by the Board and at a uniform rate against Lots of the same type. In the event of any dispute as to the allocation of Assessments, the determination of the Board of the Association shall be binding and dispositive. Declarant may modify such formula with respect to future Lots in a Supplemental Declaration bringing such Units under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. The Board shall budget and adopt Assessments for the Association's general expenses.

7.3 Purpose of Assessments. Assessments levied by the Association shall be used for the purposes expressed in Section 7.1 and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

7.4 Special Assessments. In addition to the Annual Assessments and Capital Improvement Assessments which are or may be levied hereunder, the Association shall have the right to levy "Special Assessments" against an Owner(s) to the exclusion of other Owners (a) for the repair or replacement of damage to any portion of the Common Property, including, without limitation, improvements and landscaping thereon, caused by the misuse, negligence or other action or inaction of an Owner or Member's Permittee ((b) for the costs of work performed by the Association in accordance with Article 5 of this Declaration, (c) to obtain funds for a specific purpose which is of a non-recurring nature, for which no adequate reserve funds have been collected or allocated, and which is not the appropriate subject of a Capital Improvement Assessment. Any such Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any Special Assessment levied hereunder shall be due within the time specified by the Board in the action imposing such Assessment.

7.5 Capital Improvement Assessments. Funds necessary for the addition of capital improvements (as distinguished from repairs and maintenance, including repairs and replacement per Article 11 hereof) to the Common Property and which have not previously been collected as reserves or are not otherwise available to the Association (other than by borrowing) shall be levied by the Association as "Capital Improvement Assessments." In the event the proposed Capital Improvement Assessments exceed, in the aggregate, the lesser of $50,000.00 or 10% of the total amount of the current operating budget of the Association, it shall require approval of a majority of the Board and approval by two-thirds (2/3) of the Members.

7.6 Date of Commencement of Annual Assessments: Due Dates. The "Annual Assessments" provided for in this Article shall commence with respect to each Lot on the date of conveyance of the Lot to an Owner, other than Declarant. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the Annual Assessments charged to each Lot prorated to the day of closing on a per diem basis. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in monthly installments, or in annual, semi-or quarter-annual installments if so determined by the Board (absent which determination they shall be payable monthly). The due date of any

Special Assessment or Capital Improvement Assessment shall be fixed in the Board resolution authorizing such Assessment.

7.7 Duties of the Board of Directors. The Board shall prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto twenty (20) days prior to payment of the first installment thereof, except as to Special Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Declarant) for management services, including the administration of budgets and Assessments as herein provided. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

7.8 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments provided for herein are not paid on the date(s) when due, then such Assessments shall become delinquent and shall, together with late charges, interest and the cost of collection become a continuing lien on the Lot. Except as provided in Section 7.9 to the contrary, the personal obligation of an Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment). If such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. Provided further, however, that upon delinquency of one or more installments, the Association, at its option, may accelerate the balance of the installments for the calendar year and such installments shall become immediately due and payable in full and all such sums shall bear interest from the accelerated due date until paid at the rate of 18% per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien against the Lot on which the Assessments and late charges are unpaid, may foreclose the lien against the Lot on which the Assessments and late charges are unpaid. The Association may pursue any other remedies available at law and may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, shall be added to the amount of such Assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. If there is a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and for Special Assessments levied by the Association. In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall be modified as contemplated by Section 7.9 below. All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not relieve Owners from their obligations to pay Assessments when due.

7.9 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be subordinate to real property tax liens and the lien of any first Mortgage only to the extent required by Florida law, including, without limitation, Section 720.3085, Florida Statutes, as the same may be amended from time to time. In the event of a foreclosure, any purchaser at a foreclosure sale, and any such Mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject

to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

7.10 Collection of Assessments. In the event that at any time the collection of Assessments levied pursuant hereto is made by an entity other than the Association, all references herein to collection (but not necessarily enforcement) by the Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

7.11 Declarant's Assessments. Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (i) pay Assessments on the Lots owned by it, (ii) pay Assessments only on certain designated Lots (e. g., those under construction or those containing a Unit for which a certificate of occupancy has been issued); or (iii) not pay Assessments on any Lots and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option (iii) above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, fines and incidental income) and any surplus carried forward from the preceding year(s). Declarant shall provide written notice to the Association as to the payment option elected. Declarant may from time to time change the option under which Declarant is making payments to the Association by written notice to such effect to the Association. If Declarant at any time elects option (ii), above, it shall not be deemed to have necessarily elected option (i) or (iii) as to the Lots which are not designated under option (ii). When all Lots within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

7.12 Association Funds. The portion of all Annual Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special Assessments and Capital Improvement Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

7.13 Working Capital Contribution. Each Owner shall be required to make a one time working capital contribution to the Association in the amount of Three Hundred Fifty and 00/100 Dollars ($350.00) at the time of purchase of a Lot, which may be used for additional capital improvements or services which were not included in the original budget categories and may be used by the Declarant to fund the operating deficit. The initial homebuilder shall not be considered the Owner for purposes of this Section, but the initial homebuilder shall collect the initial capital contribution from the buyer of a completed home upon a Lot.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUES (2015). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2015), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCUALTION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

ARTICLE 8. ARCHITECTURAL CONTROL; GENERAL POWERS

8.1 Members of Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall consist of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of the initial members shall hold office until all Lots, Units and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option

of Declarant. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the Committee (other than those appointed or designated by the Declarant) may be removed by the Board at any time without cause. Members of the Committee appointed or designated by the Declarant may only be removed by the Declarant.

8.2 Review of Proposed Construction. Subject to Section 8.10 below, no building, fence, wall, shed or temporary structure or other structure or improvement, landscaping, swimming pools, screen enclosures, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, asphalting or other improvements or changes of any kind shall be commenced, altered, painted, erected or maintained in the Property, nor shall any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, 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 by, the Committee. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. The Committee may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may charge an approval fee for such services, which may be modified from time to time. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Committee of all necessary and required plans and specifications, the Committee may postpone review of any plans submitted for approval. The Committee shall have thirty (30) days after delivery of all required materials to approve or reject any such plans, and if not rejected within such 30 day period, said plans shall be deemed approved. All work done by a Member after receiving the approval of the Committee shall be subject to the inspection by, and final approval of the Committee. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

8.3 Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 8.9 hereof. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

8.4 No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

8.5 Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Association in a professional capacity.

8.6 Committee Rules. The Committee shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration, and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. All rules of the Committee shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the Committee prior to the making of such amendment.

8.7 Non-Liability. Neither the Association, the Board of Directors, the Committee, the Declarant nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or

any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the Committee's duties hereunder. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. The approval of any proposed improvements or alterations by the Committee shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the Committee or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

8.8 Specific Provisions.

8.8.1 The Lots contained within the Property shall be improved with dwellings containing not less than 2,000 square feet of heated and air conditioned space on each Lot. Declarant has the sole authority to grant a 15% adjustment to the specified square footage of each dwelling.

8.8.2 Corner lots shall permit one vehicular access only. The front on the road used for access shall be considered the front yard and shall have the required minimum front yard setbacks. The other frontage shall be considered a side yard with the minimum setbacks as required by applicable governmental regulations.

8.8.3 All accessory structures, including, but not limited to, swimming pools, utility buildings, air conditioning and heating units and pools, detached screen enclosures and any screened pool enclosure shall be located in a required side or rear yard and shall be set back five (5) feet from any property line or top of bank of any lake (if applicable).

8.9 Variance. The Committee may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the Committee from denying a variance in other circumstances.

8.10 Exemptions. Declarant and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain Committee approval for any construction or changes which any of them may elect to make at any time.

8.11 General Powers of the Association. The Board shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article 8.

ARTICLE 9. RULES; ENFORCEMENT

9.1 Compliance by Owners. Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board.

9.2 Enforcement. Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the

right to suspend the rights of use of Common Property (except for legal access) of such Owners. The offending Owner shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

9.3 Fines.

In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board , a fine or fines may be imposed upon an Owner for failure of an Owner or his Member's Permittees to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

9.3.1 The Association may levy reasonable fines, not to exceed $100 per violation, against any Owner or Owner's Permitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $5,000 in the aggregate.

9.3.2 A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of any officer, director or employee. If the committee, by majority vote, does not approve the proposed fine, it may not be imposed.

9.3.3 The requirements of this subsection do not apply to the imposition of fines upon any Owner or Owner's Permittees because of failure to pay Assessments.

9.3.4 These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

9.3.5 Fines shall be paid not later than five (5) days after the fourteen (14) day period following the notice of the imposition or Assessment of the penalties and expiration of any opportunity for a hearing.

9.3.6 Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

9.3.7 All monies received from fines shall be allocated as directed by the Board of Directors.

9.4 Initial Rules and Regulations. The Board may adopt rules and regulations of the Association from time to time which may be modified, in whole or in part, at any time by the Board without the necessity of recording such new or modified rules and regulations in the public records, provided that the Board shall notify each Owner of all rules and regulations and modifications thereto.

ARTICLE 10. DAMAGE OR DESTRUCTION TO COMMON PROPERTY

10.1 Damage or Destruction. Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

10.1.1 In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

10.1.2 If the insurance proceeds are within Fifty Thousand Dollars ($50,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment (and not Capital Improvement

Assessment) against each of the Owners in equal shares in accordance with the provisions of Article 7 of this Declaration.

10.1.3 If the insurance proceeds are insufficient by more than Fifty Thousand Dollars $50,000.00) to effect total restoration of the Common Property, then by written consent r vote of a majority of each class of the Members, they shall determine, subject to Article 13 hereof, whether to (1) rebuild and restore the Common Property in substantially the same manner as it existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Capital Improvement Assessments against all Members, (2) rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as it existed prior to being damaged, or (3) not rebuild and retain the available insurance proceeds.

10.1.4 Each Member shall be liable to the Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an Assessment against the Member and may be collected as provided herein for the collection of Assessments.

ARTICLE 11. INSURANCE

11.1 Hazard and Flood Insurance. The Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Annual Assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

The Association shall also maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program, in either case if the insured improvements are located within a flood zone requiring flood insurance.

11.2 Replacement or Repair of Common Property. In the event of damage to or destruction of any portion of the Common Property, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 10 of this Declaration.

11.3 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

11.4 Liability and Other Insurance. The Association obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least $1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction. Coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the Assessments paid by Owners. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force.

11.5 "Blanket" Insurance. The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Declarant or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

ARTICLE 12. MORTGAGEE PROTECTION

12.1 Mortgagee Protection. The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

12.1.1 The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

12.1.2 Any holder, insurer or guarantor of a Mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

12.1.3 Any holder, insurer or guarantor of a Mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against any portion of the Common Property and receive immediate reimbursement from the Association.

12.1.4 Any holder, insurer or guarantor of a Mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

ARTICLE 13. ENCROACHMENTS; EASEMENTS

13.1 Encroachment. If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any portion of a Lot; (b) any portion of a Lot (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alternation or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing said encroachment shall stand.

13.2 Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines, Etc. Each portion of the Lots and the Common Property shall have an easement in common with all other portions thereof to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots and Common Property and serving such portion thereof. Each portion of the Lots and Common Property shall be subject to an easement in favor of all other portions thereof to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Common Property and serving other portions thereof.

13.3 Easements of Support. Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each said structure shall have and be subject to an easement of support and necessity in favor of the other structure.

13.4 Construction and Sales. The Declarant (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots.

13.5 Easements. All easements shown on the Plat and not dedicated therein are and shall remain private easements and the sole and exclusive property of the Declarant, its successors and assigns. In addition, Declarant reserves an easement 10 foot (10') in width along the front and back of each Lot, and five foot (5') in width along the side of each Lot for drainage and utilities and for access, or such other width as may be shown on the Plat for such uses. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Declarant, its successors, trustees, or assigns, at its sole cost.

ARTICLE 14. MANDATORY DISPUTE RESOLUTION

14.1 Statement of Clarification. Without modifying or restricting the scope of this Article and as a statement of clarification only, nothing contained in this Article is intended to prevent the parties from attempting to resolve any differences between them through the normal course of business and communications. It is only when the parties are unable to resolve their differences and they wish to proceed further through the assertion of a Claim (as defined herein), that the mandatory dispute resolution provisions contained in this Article are required.

14.2 Alternative Method for Resolving Disputes. Declarant, the Association, their officers, directors, affiliates, agents, employees and contractors, all Owners, consultants, and any Person not otherwise subject to this Declaration but who agrees to submit to this Article (including any subcontractors and suppliers), each such entity being referred to individually as a "Bound Party" and collectively as the "Bound Parties," agree to encourage the amicable resolution of disputes involving the Community and all of its improvements without the emotional and

financial costs of litigation. Accordingly, except as otherwise agreed to in writing between any Bound Parties, each Bound Party covenants and agrees to submit all Claims to mediation, and if such mediation is not successful, final binding arbitration, as set forth below in this Declaration, and not to otherwise bring legal or equitable action in any court.

14.3 Claims. Except as specifically excluded in this Section 14.3 or as otherwise agreed to in writing between any Bound Parties, including without limitation any purchase and sale agreement or similar document (each a "Superseding Agreement"), all claims, disputes and other controversies arising out of or relating in any way to the:

14.3.1 interpretation, application or enforcement of this Declaration;

14.3.2 design, construction, sale, maintenance, habitability or condition of any improvements within the Community or any alleged defect therein, including without limitation any "action" as defined in Section 558.002, Florida Statutes;

14.3.3 rights, obligations and duties of any Bound Party under this Declaration, and/or any breach or alleged breach thereof;

are hereinafter referred to as a "Claim" or "Claims." All Claims shall be subject to and resolved in accordance with the terms and provisions of this Article 14.

Notwithstanding any contrary provision of this Article 14, the following shall not be Claims and shall not be subject to the provisions of this Article 14:

14.3.4 any legal action by the Association against any Bound Party to enforce the provisions of Article 7 (Association Assessments);

14.3.5 any legal action by the Association or Declarant to obtain a temporary or permanent restraining order or injunction and such other ancillary relief as the court may deem necessary in order for the Association or Declarant to act under and enforce the provisions of Article 8 (Architectural Control) or Article 6 (Restrictions); and

14.3.6 any legal action to enforce an arbitration award provided in this Article 14.

Any question about whether a matter is a Claim, and/or whether such matter is covered by this Article, shall be determined by the arbitrator.

14.4 Notice of Claim. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") shall submit all of their Claims by written notification delivered to each Respondent, stating plainly and concisely:

14.4.1 the nature of the Claim, including the parties involved and Respondent's role in the Claim;

14.4.2 the legal or contractual basis of the Claim (i.e., the specific authority out of which the claim arises); and

14.4.3 the specific relief and/or proposed remedy sought.

14.5 Timely Initiation. All Claims shall be initiated by the Claimant within a reasonable time after the Claim has arisen, and in no event shall a Claim be made after the date when institution of legal or equitable action based on such Claim would be barred by the applicable statute of limitations or repose.

14.6 Right to be Heard. Upon receipt of a Claim and prior to commencing any arbitration proceeding which may fall within the scope of this Article 14, Respondent shall have the right to be heard by the Claimant in an

effort to resolve the Claim. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Any party may appoint a representative to assist such party in negotiations. With respect to the foregoing, the Claimant and Respondent shall individually (i.e. without the joinder or inclusion of other Owners or such Claimant serving as a class representative for or becoming a class member of other Owners) mediate all Claims prior to proceeding under Section 14.8 below. The mediation shall be conducted by a single mediator. If such parties are unable to agree upon the selection of a mediator within fifteen (15) days of initiation of the Claim, then a single mediator shall be chosen in accordance with the rules governing the selection of an arbitrator under the Federal Arbitration Act (Title 9, U.S.C). All mediation fees shall be split equally among the Claimant and Respondent. Prior to conducting such mediation, and consistent with federal law, the parties thereto shall agree in writing to limit the admissibility in arbitration or any court action of anything said, any admission made, and any documents prepared in the course of the mediation. If Claimant or Respondent commences an arbitration or other action based upon a Claim without first attempting to resolve the Claim through mediation, such party shall not be entitled to recover the costs of such action, even if the same would otherwise be available in such arbitration or other action.

14.7 Right to Inspect. If the Claim is asserted against Declarant and/or its officers, directors, affiliates, agents, employees, contractors or consultants and is based on a defect in the design or the construction of any Improvements within the Community, subject to Owner's prior written approval, which shall not be unreasonably withheld, Declarant shall have the right to access the affected area for purposes of inspecting the condition complained of, and the correction thereof, including any necessary redesign. This shall include, but not be limited to, notice prior to conducting any investigative or destructive testing. The Claimant shall meet with Declarant and/or its designees to discuss, in good faith, ways to resolve the Claim.

The Association shall have the same right to inspect related to any Claims by an Owner against the Association as set forth above. In the exercise of the inspection rights contained herein, the inspecting party ("Inspecting Party") shall be careful to avoid any unreasonable intrusion upon, or harm, damage or costs to the other party. The Inspecting Party shall use best efforts to avoid causing any damage to, or interference with, any Improvements on the property being inspected ("Inspection Property") and minimize any disruption or inconvenience to any person who occupies the Inspection Property; shall remove all debris placed on the Inspection Property by the Inspecting Party on a timely basis; and in a reasonable and timely manner, at the Inspecting Party's sole cost and expense, promptly remove equipment and materials from the Inspection Property placed on the Inspection Property by the Inspecting Party, and repair, replace and restore the Inspection Property to the condition of the Inspection Property as of the date of entry thereon by the Inspecting Party. The Inspecting Party shall not permit any claim, lien or other encumbrance arising from the use of its rights to accrue against or attach to the Inspection Property. The repair, replacement and restoration work includes, without limitation, the repair or replacement to any structures, driveways, fences, landscaping, utility lines or other Improvements on the Inspection Property that were damaged, removed or destroyed by Inspecting Party.

The Inspecting Party shall indemnify, defend and hold harmless the Owners, tenants, guests, employees and agents, against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and attorneys' fees, resulting from or in performance of this Section 14.7, or as a result of any Inspecting Party's breach of this Section 14.7.

14.8 Final Binding Arbitration. If the Parties do not reach a settlement of the Claim within 30 days after the mediation was conducted, the Claimant shall have 30 additional days to submit the Claim to binding arbitration in accordance with the arbitration procedures set forth below:

14.8.1 The parties agree that where any Claim is submitted to arbitration, and any other Bound Party other than another Owner may have liability with respect thereto, all parties to the dispute agree that other Bound Parties (other than another Owner) related to such dispute or any intertwined or connected dispute, may be joined as additional parties in such arbitration, or if separate arbitrations exist or are separately initiated, to the consolidation of all such arbitrations. Notwithstanding anything to the contrary, each arbitration shall be conducted on an individual Owner basis to address the applicable Claim (i.e. without the joinder or inclusion of other Owners or such Claimant serving as a class representative for or becoming a class member of other Owners).

14.8.2 If the Claim(s) are not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, the Claims shall be deemed abandoned, and Respondent(s) shall be released and discharged from any and all liability to Claimant arising out of such Claims.

14.8.3 In the absence of an agreement otherwise between the applicable Bound Parties, all Claims subject to arbitration shall be conducted in accordance with the Federal Arbitration Act and be decided by a single private party arbitrator who is a retired Florida state court or Federal judge or attorney licensed to practice law in Florida with at least ten (10) years of experience in real estate law.

14.8.4 If the parties are unable to agree upon an arbitrator within thirty (30) days from the date of the demand for arbitration, then the arbitrator shall be chosen in accordance with the rules governing the selection of an arbitrator under the Federal Arbitration Act.

14.8.5 No person shall serve as the arbitrator who may have any financial or personal interest in the result of the arbitration or any family, social or significant professional acquaintance with any other party to the arbitration. Any person designated as an arbitrator shall immediately disclose in writing to all parties any circumstance likely to affect the appearance of impartiality and/or actual impartiality, including any bias or financial or personal interest or relationship in the outcome of the arbitration ("Arbitrator's Disclosure"). If any party objects to the service of any arbitrator within 14 days after receipt of that Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner as provided in Section 14.8.4 above.

14.8.6 The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted in Duval County, unless otherwise agreed by the parties.

14.8.7 Subject to the provisions of these procedures, the arbitration shall be conducted in accordance with rules and procedures determined by the arbitrator.

14.8.8 Subject to the arbitrator's right to establish rules and procedures governing formal discovery in the arbitration, no formal discovery shall be conducted in the absence of an order of the arbitrator or express written agreement of the parties. Notwithstanding the foregoing sentence, any party asserting Claims against the Declarant and/or its officers, directors, affiliates, agents, employees, contractors or consultants shall notify the Declarant prior to retaining any Person as an expert witness for purposes of any arbitration or authorized litigation, and the Declarant shall be entitled to conduct discovery, including depositions, of such expert.

14.8.9 The award rendered by the arbitrator shall be final and binding, may be filed with any court of competent jurisdiction in accordance with applicable law and judgment obtained thereon, and execution may issue. An award in favor of any party shall be limited to actual damages, and the arbitrator shall not have any authority to award exemplary, punitive, special, indirect, consequential or any other damages other than actual damages. All arbitrator and arbitration fees shall be split equally among all Claimants and Respondents. Each party shall be responsible for its own costs and expenses related to the Claim and shall not be entitled to or awarded its attorney's fees or costs incurred with respect thereto, or the arbitrator's fees or arbitration fees.

14.8.10 Unless directed by the arbitrator, there shall be no post-hearing briefs.

14.8.11 The arbitration award shall address each claim to be resolved in the arbitration, provide a summary of the reasons therefor and the relief granted.

14.9 Amendment; Servitude in Gross. The rights, terms and provision of this Article 14 are enforceable by Declarant, and shall not be amended without the written consent of Declarant. Further, this Article 14 and the rights, terms and provisions contained herein constitute a servitude in gross for the benefit of Declarant and its officers, directors, affiliates, agents, employees, contractors and consultants, shall inure to the benefit of the foregoing, and all of the foregoing are third party beneficiaries thereof, regardless of ownership of any portion of the Community.

14.10 Binding Effect. BY TAKING TITLE TO ANY PORTION OF THE COMMUNITY, EACH OWNER THEREOF ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 14 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S WILLINGNESS TO DEVELOP THE COMMUNITY, CONSTRUCT IMPROVEMENTS AND SELL LOTS, AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS ARTICLE 14, DECLARANT WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP THE COMMUNITY, CONSTRUCT IMPROVEMENTS OR SELL LOTS FOR THE PRICES PAID BY THE ORIGINAL PURCHASERS. BY ACCEPTING TITLE TO SUCH PORTION OF THE COMMUNITY, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS ARTICLE 14 LIMIT HIS OR HER RIGHTS WITH RESPECT TO THE RIGHTS AND REMEDIES THAT MAY BE AVAILABLE IN THE EVENT OF A POTENTIAL OR ACTUAL CONSTRUCTION DEFECT AFFECTING THE IMPROVEMENTS OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATION ANY LOT.

ARTICLE 15. GENERAL PROVISIONS

15.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Architectural Control Committee, Declarant and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of 75% of all the Lots and Units subject hereto and of 100% of the Mortgagees has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless recorded in the real property records of the County where the Property is located and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any signatures being obtained.

15.2 Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

15.3 Interpretation. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

15.4 Severability. Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

15.5 Effective Date. This Declaration shall become effective upon its execution and recordation in the Public Records of the County.

15.6 Amendment. Subject to any other manner herein provided for the amendment of this Declaration, prior to Turnover, the covenants, restrictions, easements, charges and liens of this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Lot affected by this Declaration. After Turnover, this Declaration may be amended by an instrument signed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66-2/3% of the Members represented at a duly-called meeting, provided that so long as Declarant or its affiliates is the Owner of any Lot affected by this Declaration, Declarant's consent must be obtained if such amendment, in the sole opinion of Declarant, affects its interest,

15.7 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association, and any adopted rules and regulations. The Articles shall take precedence over the Bylaws and the provisions of any adopted rules and regulations and the Bylaws shall take precedence over the provisions of any adopted rules and regulations.

15.8 Standards for Consent. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Declarant or its affiliates, the Association or the Architectural Control Committee, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action. All matters required to be completed or substantially completed by the Declarant or its affiliates or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Declarant or Association, as appropriate.

15.9 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees. The Owners designate hereby the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in these easement provisions to the extent not so recited in some or all of such provisions.

15.10 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

15.11 Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

15.12 Notices and Disclaimers as to Community Systems. Declarant, the Association, or their successors or assigns and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DECLARANT, THE ASSOCIATION AND OPERATORS, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION OR ANY SUCCESSOR OR ASSIGN OF THE DECLARANT OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Declarant, the Association or any successor or assign thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should

result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Declarant or the Association of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant or the Association, successor or designee of any of same or any Operator. Further, in no event will Declarant, the Association, any Operator or any of their successors or assigns, be liable for consequential damages or punitive damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

15.13 Certain Reserved Rights of Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

15.13.1 a perpetual easement for the placement and location of Community Systems;

15.13.2 the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the Ordinances of the County); and

15.13.3 the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

15.14 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL PUNITIVE AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND PUNITIVE AND CONSEQUENTIAL DAMAGES.

15.15 Assurance of Development. The Property is subject to a planned unit development ordinance and certain other governmental or quasi-governmental regulations. Declarant makes no assurance to any Owner or Institutional Mortgagee that the Property will be developed in strict compliance with any such regulations. All site plans, development plans, advertising material and similar material developed or produced in connection with the marketing and sale of the Property are subject to change in the Declarant's sole discretion. Owners hereby waive any and all rights they have to object to changes in the plans which may be made by Declarant pursuant to this Section.

15.16 Covenants Running With The Land. Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the title to the Property. Without limiting the generality of Section 14.5 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

15.17 Approval by Mortgagees. In the event that any of the Lots are subject to a Mortgage which is guaranteed by the FHA or VA, then, for so long as there is a Class B Membership in the Association, the Declarant shall obtain approval of the FHA or VA for (i) annexation of additional properties, (ii) dedication of Common Property, and (iii) amendment of this Declaration, as they or any of them may require.

15.18 Tax Deeds and Foreclosure. All provisions of the Declaration relating to a Lot which has been sold for taxes or Special Assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

ARTICLE 16. DISCLAIMER OF LIABILITY OF ASSOCIATION

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

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

16.1.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY AND/OR ANY OTHER JURISDICTION; AND

16.1.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE

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

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

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

ARTICLE 17. STORMWATER MANAGEMENT SYSTEM

17.1 Blanket Easement. The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across a portion of certain Lots and access easements to the Stormwater Management System as shown on the Plat; including any ponds located on portions of the Property and portions of such pond located offsite. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System may be located entirely within Lots. The Association is hereby granted an easement over any Lots which is necessary or convenient for the Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Lots on which an approved Improvement is constructed and located.

17.2 Maintenance Easement. The Declarant hereby reserves for itself, it successors and assigns and grants to the Association and its successors and assigns a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the St. Johns River Water Management District ("SJRWMD") permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which the affected property shall be restored to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

17.3 Maintenance. Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance

shall include the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The Association shall maintain and control the water level and quality of the Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements. The Association shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the Stormwater Management System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

17.3.1 The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

17.3.2 The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

17.3.3 The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

17.4 Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the Committee or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SJRWMD. After receiving the approval of the Committee, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements.

17.5 Use and Access. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Association. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

17.6 Liability.

NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH

OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

17.7 Rights of the SJRWMD. Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this paragraph. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Stormwater Management System must be assigned to and accepted by an entity approved by the SJRWMD.

17.8 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system, Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

17.9 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBER IND-031-140490-1 ISSUED BY THE SJRWMD. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DECLARANT IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

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

EXECUTED as of the date first above written.

Witnessed by:

Name: Melissa Ochoa

Name: Will Cellar

RICHMOND AMERICAN HOMES OF FLORIDA, L.P., a Colorado limited partnership

By: RAH of Florida, Inc., a Colorado corporation
Its: General Partner

By:
Name: Ekaterina Schwallie
Title: Jacksonville Division President

STATE OF FLORIDA

COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 16 day of June 2016 by Ekaterina Schwallie, as Jacksonville Division President of RAH of Florida, Inc., a Colorado corporation, General Partner of RICHMOND AMERICAN HOMES OF FLORIDA, L.P., a Colorado limited partnership, on behalf of said partnership. She is personally known to me.

Name: Sue Springer
Notary Public, State of
Commission No.
My commission expires

SUE SPRINGER
Notary Public - State of Florida
Commission # FF 222155
My Comm. Expires Apr 21, 2019
Bonded through National Notary Assn.