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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HEARTWOOD

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HEARTWOOD

THIS DECLARATION is made on July 11, 2013, by HEARTWOOD DEVELOPMENT, LLC, a Florida limited liability company ("Developer").

PRELIMINARY STATEMENT

- A.** Developer is the owner of the real property described below located in St. Johns County, Florida.
- B.** Such real property is not subject to any covenants or restrictions of record.
- C.** Developer desires to place covenants and restrictions of record on such real property; and
- D.** Developer deems it desirable to create a not-for-profit association to own, maintain and administer all the Common Area, to administer and enforce the easements, covenants, conditions, restrictions and limitations set forth in this Declaration, and to collect and disburse the assessments pursuant to this Declaration;

NOW, THEREFORE, Developer hereby declares that the following described real property, situated, lying and being, in St. Johns County, Florida:

ALL OF HEARTWOOD, ACCORDING TO THE PLAT THEREOF
RECORDED IN MAP BOOK 62, PAGES 57 THROUGH 63, OF THE
PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,

and any additional property annexed to this Declaration (collectively, the "Property") is hereby made subject to and shall be held, sold and conveyed subject to the following easements, covenants, terms, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and which shall be covenants and restrictions to run with the Property, which shall bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration, shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may be amended from time to time.

1.2 "Association" shall mean and refer to Heartwood Homeowners' Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.3 "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association.

1.4 "By-laws" shall mean and refer to the By-laws of the Association as they may be amended from time to time.

1.5 "Common Area" shall mean and refer to all real property within the Property that is owned, leased or required to be maintained by the Association by the Association or its members, regardless of whether title has been conveyed to the Association, and all improvements constructed on such lands. The Common Area shall initially consist of Tracts A through E and G through J shown on the Plat.

1.6 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.7 "Developer" shall mean and refer to Heartwood Development, LLC, a Florida limited liability company and its successors and such of its assigns as to which all or part of the rights of Developer under this Declaration are specifically assigned, as evidenced in writing. The Developer's rights and obligations under this Declaration are independent of its right to control the Association and shall not be deemed waived, transferred, or assigned upon Turnover.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Heartwood.

1.9 "District" shall mean and refer to the St. Johns River Water Management District, a water management district pursuant to Chapter 373, Florida Statutes.

1.10 "Lot" shall mean and refer to any lot shown on the Plat and any subsequently recorded subdivision plat of any additional contiguous land made subject to this Declaration, together with the improvements thereon.

1.11 "Member" shall mean and refer to a member of the Association.

1.12 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the Plat and any subdivision plat of additional contiguous land made subject to this Declaration and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation. An "Owner" shall include the family members residing on a Lot for purposes of Sections 4 and 6.

1.13 "Plat" shall mean and refer to the subdivision plat of Heartwood recorded in Map Book 62, pages 57 through 63, of the public records of St. Johns County, Florida.

1.14 "Property" shall mean and refer to that certain real property described in the Plat, together with improvements thereon and any additional contiguous property made subject to this Declaration.

1.15 "Surface Water or Stormwater Management System" or "the System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. For purposes of this Declaration, the System shall be deemed a part of the Common Area.

1.16 "Turnover" shall mean and refer to the transition of control from the Developer to the Association, as described in Section 720.307, Florida Statutes (2012).

2. PROPERTY SUBJECT TO THIS DECLARATION.

2.1 Property. The Property described in the Plat is the only property initially subject to this Declaration. Additional lands may be annexed to and made part of this Declaration in accordance with Section 2.2. No land owned by the Developer shall be deemed to be part of the Property or Common Area unless such land is expressly described in the Plat, or subsequently designated as such by the Developer pursuant to Section 2.2 or 3.2, even if the Developer consents or acquiesces to the use of such land by the Owners.

2.2 Annexation of Additional Lands. The Developer reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Lot Owner, the Association, the holder of a mortgage or lien affecting the Property, or any other person. Annexation of lands to the Property shall be evidenced by a Supplementary Declaration executed by the Developer and recorded in the public records of St. Johns County, Florida. The Owners of Lots developed on such

contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, restrictions, rules, regulations and Bylaws in the same manner and to the same extent as the original Lot Owners.

2.3 Withdrawal of Lands. The Developer reserves the right, with the approval of a majority of the votes in the Association, to withdraw portions of the Property from the terms and conditions of this Declaration. Such withdrawal of lands shall be evidenced by a Supplementary Declaration executed by the Developer and the Association and recorded in the public records of St. Johns County, Florida.

3. COMMON AREA.

3.1 Conveyance of Common Area. Subject to the Developer's right to withdraw from the Common Area, the Developer shall convey or assign such portions of the Common Area as it elects to the Association within ninety (90) days after Turnover and the Association shall accept such conveyance or assignment. Such conveyance or assignment shall be subject to easements and restrictions of record, including all those shown on the Plat and contained in this Declaration, but free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Developer may reserve certain rights to itself for use of the Common Area which are not adverse to the Owners. Upon the recording of a deed or other instrument conveying or assigning the Common Area to the Association, the Association shall be deemed to have accepted such conveyance or assignment.

3.2 Developer's Right to Add to or Withdraw from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, for so long as the Developer shall own any Lot, the Developer shall have the right, in his sole discretion:

3.2.1 To designate additional lands, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous); and

3.2.2 To withdraw, or cause to be withdrawn, land from the Common Area or to dedicate or convey portions of the Common Area as permitted by Section 8.8. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. In

the event any land, easements, use rights or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 3.2, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal.

3.3 Damage to the Common Area. If any Owner or any guest, tenant, licensee, agent, employee, family member, of an Owner, or any pet of any of the foregoing, damages the Common Area as a result of negligence or misuse, the Owner authorizes the Association to repair the damage. The cost of the repair will be the responsibility of such owner and will become a Lot Assessment payable by such owner.

4. EASEMENTS.

4.1 Owners' Common Property Easements. Every Owner and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration, the rules and regulations of the Association, any prior use rights granted in the Common Area, and the following provisions:

4.1.1 The right of the Association to charge Assessments against Lots and Owners in accordance with this Declaration, and to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Area.

4.1.2 The right of the Association to suspend the rights of any Owner or an Owner's tenants, guests or invitees, or both, to use the Common Area and to levy a reasonable fine for a violation of this Declaration or Chapter 720, as provided in Section 720.305, Florida Statutes (2012), as amended from time to time, provided that the Owner or tenant shall have vehicular and pedestrian ingress and egress to and from his Lot and the right to park.

4.1.3 The easements shown on the Plat and other easements, restrictions, and other matters of record.

4.1.4 The right of the owner of the Common Area, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Area to a public or private entity as permitted by

Section 8.8, including without limitation the right to dedicate, transfer or grant an easement over the Common Area to any public agency, authority, or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

4.1.5 The right of the owner of the Common Area to sell, convey or transfer the Common Area or any portion thereof to any third party other than those described in Sections 4.1.4 and 8.8 or for such purposes and subject to such conditions as may be approved by a majority vote of both classes of members of the Association.

4.1.6 The right of the Association to adopt reasonable rules and regulations pertaining to the use of the Common Area.

4.1.7 The right of the Developer or the Association to authorize other persons to enter upon or use the Common Area for uses not inconsistent with the Owners' rights therein.

4.1.8 The right of the Board to mortgage any or all of the Common Area for the purpose of improvement or repair of the Common Area with the approval of a majority vote of the Association.

4.1.9 Developer's reserved right to dedicate to the public all or any part of the lands or easements remaining privately owned by Developer, as set forth in the Plat.

4.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

4.3 Association's Rights and Easements.

4.3.1 The Developer hereby grants to the Association and its successors, assigns, agents and contractors a perpetual non-exclusive easement in, on, over, under and upon the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including without limitation all areas of the Surface Water or Stormwater Management System, for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Lot that is a part of the System at a reasonable time and in a reasonable manner to operate, maintain or repair the System. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire System. No person shall alter the drainage flow of the System without the prior written approval of the District or other governmental agency having jurisdiction. In the event any portion of the Property is damaged or altered as a result of the exercise of these easement rights,

the party causing the damage or alteration shall immediately restore the Property to the condition that existed immediately prior to the damage or alteration.

4.3.2 The Association shall have the irrevocable right of entry upon each Lot during reasonable hours for the performance of exterior and lawn maintenance pursuant to Section 6.9 and Section 11. Nothing in this section shall require the Association to perform any maintenance on a Lot.

4.3.3 The Association is hereby granted a perpetual non-exclusive easement over all easements shown on the Plat for the purpose of constructing or maintaining any roads, utilities, drainage facilities, ditches, or other improvements on the Property.

4.4 Developer's Reserved Rights and Easements.

4.4.1 For so long as Developer owns any portion of the Property, Developer reserves the right without further consent from any other Lot Owners to grant or dedicate additional easements and rights of way over, across, and under any portions of the Property owned by Developer, including without limitation the right to grant or dedicate to any public utility company, municipality or other governmental unit, water or sewage company, or cable television company an easement over, under, across and through the Common Area and all easements shown on the Plat. Such additional easements authorized by this section shall be for all purposes, including without limitation the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Developer, its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby. Notwithstanding the foregoing, the easements authorized by this section shall not materially or adversely affect any improvements on the Property or unreasonably interfere with the enjoyment of the Common Area or any Lot as contemplated by this Declaration.

4.4.2 The Developer reserves for itself, its successors, assigns, and designees, a perpetual non-exclusive easement over, across and under all portions of the Common Area and any area designated as an easement, street, or right-of-way on the Plat for ingress and egress and to construct, maintain and use utilities and utility poles, lines, drains, and other installations and equipment for the furnishing of utility services to the Property and for the purpose of maintaining roadways, landscaping, wetlands, lakes, ponds, and other Common Area. Nothing in this paragraph shall require the

Developer to perform any maintenance on the Common Area. The Developer shall have the right but no obligation to vacate any easement or portion thereof shown on the Plat as may be necessary for the proper development and sale of the Lots and the proper development of the Common Area.

4.4.3 The Developer shall have the irrevocable right of access to any and all portions of the Property during reasonable hours to inspect and test such property, to repair or replace any portion of the Property as necessary in the Developer's reasonable judgment and to monitor the Association's maintenance of the Common Area. This right of entry shall survive Turnover. The Developer shall also have the right to proceed in any appropriate court to seek compliance with the Association's maintenance obligations and to enforce the Developer's right of entry. Any expenses incurred by the Developer to enforce the maintenance obligations of Association and the Developer's rights under this section shall be the responsibility of the Association. Nothing in this section shall require the Developer to maintain or repair any part of the Property.

4.4.4 The Developer hereby reserves for itself an easement and the right to grant easements over, under, across, in and through the Property to permit the Developer to act upon and carry out its rights and duties, express or implied, under this Declaration and to facilitate such other actions by the Developer for the development and sale of Lots and the development of the Common Area.

5. ARCHITECTURAL CONTROL.

5.1 Creation of Architectural Review Committee. The Developer has created an Architectural Review Committee ("the Committee"), which shall have the powers and duties set forth below. Prior to Turnover, the Committee shall be composed of such agent or agents as may be appointed by the Developer in its sole discretion. After Turnover, the members of the Committee shall be appointed by the Board of Directors of the Association.

5.2 Review and Approval. No dwelling, building, accessory structure, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, mailbox, landscaping, landscape device or object, exterior lighting scheme, driveway, ramp, playhouse, swimming pool, barbecue pit, or other improvement, and no exterior addition to or modification of an existing improvement, the construction or placement of which is proposed upon any Lot or the Property ("Proposed Improvement"), other than those erected by Developer, shall be commenced, erected or maintained upon the Property, nor shall any clearing, grading, excavating, or tree removal be commenced, until all construction, clearing, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been

submitted to and approved in writing by the Committee as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation, compliance with the provisions of this Declaration, and aesthetic qualities. Such approval shall be within the sole discretion of the Committee. Such plans shall be either approved or disapproved by the Committee within a reasonable period of time, and construction of approved improvements shall be commenced within a period of six (6) months from date the plans are approved, or such longer time as may be approved by the Committee in its sole discretion.

5.3 Powers and Duties of Committee. The Committee shall have the following powers and duties:

5.3.1 To draft and adopt architectural planning criteria, standards and guidelines relative to architectural styles or details; to draft and adopt rules and regulations regarding the form and content of plans and specifications to be submitted to the Committee for approval; and to define such exterior changes, alterations, or improvements that require Committee review and approval, all as the Committee may consider necessary or appropriate, but subject to the minimum standards set forth in Section 5.4 and Chapter 720, Florida Statutes.

5.3.2 To require submission to the Committee of three (3) or more complete sets of final plans and specifications in the form in which the Owner intends to submit them to St. Johns County, Florida, of any Proposed Improvement. An Owner may submit preliminary conceptual plans to the Committee for conceptual approval prior to submitting final plans, but shall nevertheless be required to submit and obtain approval of final plans prior to commencing construction or installation of any Proposed Improvement. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

5.3.3 To require submission to the Committee of two (2) or more complete sets of Lot clearing plans, which must show all areas of the Lot the Owner intends to clear, the location of any trees larger than six inches (6") in diameter or more measured four feet (4') above the ground, and any trees the removal of which requires a permit from St. Johns County, Florida.

5.3.4 To approve or disapprove any Proposed Improvement or clearing plan or any change or modification thereto, including without limitation any change in the color of such improvement. Prior to Turnover, determination by the Committee shall be final. Subsequent to Turnover, any party aggrieved by a decision

of the Committee shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final.

5.3.5 To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste, which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Section and the architectural planning criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

5.3.6 To require the Owner to restore the Proposed Improvement to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee in the event any Proposed Improvement is changed, modified or altered without prior approval of the Committee. The Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

5.3.7 To waive any requirement set forth in this Declaration or in the architectural planning criteria adopted by the Committee if, in its sole discretion, it deems such waiver to be in the best interests of the Property and the Owners of other Lots and not incompatible with the Property and the other Lots. A waiver shall be evidenced in writing and signed by the chairman of the Committee upon approval of the majority of the members of the Committee.

5.4 Architectural Planning Criteria.

5.4.1 General Building Specifications. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') or three (3) stories in height, may be constructed on any one Lot except as provided herein. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence that contains less than one thousand seven hundred eighty (1,780) square feet of heated and cooled living area in the case of a single-story structure and less than eleven hundred (1,100) square feet of heated and cooled first-floor living area in the case of a multi-story structure shall be constructed on any Lot. All residences must have an attached enclosed garage with space for at least two (2) but no more than four (4) automobiles. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum living areas set forth above and shall not be considered a part

thereof for determining compliance with these size restrictions. All yards, except for areas approved to be paved, shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence. No business or commercial buildings or equipment may be erected, kept or maintained on any Lot except by the Developer.

5.4.2 Layout. No foundation for a building shall be placed on a Lot and no construction shall commence in any manner or respect, until the layout for the building is approved by the Committee. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

5.4.3 Roofs. Flat roofs shall not be permitted. The minimum pitch of the main roofs must be 5:12. Accessory roofs with a lower pitch shall be permitted if approved by the Committee.

5.4.4 Walls and Fences. No wall, fence or hedge shall be erected, placed, maintained or permitted to remain upon any Lot unless and until the height, type, location, size or construction thereof have been approved by the Committee in accordance with this Section 5. No fence may exceed six feet (6') in height. All fences must be made of wood or other materials that may be approved by the Committee. All wood fences shall be shadowbox. Fences will be permitted in the rear and side yards only.

5.4.5 Garages. Garages may be attached or detached. All garages shall have a minimum width of twenty (20) feet and a minimum length of twenty-two (22) feet. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16)-foot doors for a four-car garage, or two, three, or four individual overhead doors, each a minimum of nine (9) feet in width, and a pedestrian service door. Overhead doors may be manual or electrically operated and shall be kept closed when not in use. No carports will be permitted. The Committee recommends side entry garages; however, where side entry is impractical, the Committee will consider for approval front entry garages. The Committee shall have sole authority to determine the location of garage doors. Detached garages and other secondary structures must maintain the architectural style of the main home.

5.4.6 Driveways and Sidewalks. All dwellings shall have an approved driveway of stable and permanent materials. All driveways must be constructed with an approved material (pavers or concrete).

5.4.7 Dwelling Quality. The Committee shall have final approval of all exterior building material. Exposed concrete block shall not be permitted on the exterior of any building or detached structure.

5.4.8 Game and Play Structures. All tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot, within the setback lines. No platform, doghouse, tennis court, playhouse, tree house or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure shall be deemed a Proposed Improvement and must have prior approval of the Committee. Basketball backboards shall be permitted on the driveway but may not be attached to the dwelling.

5.4.9 Swimming Pools and Other Recreation Areas. Any swimming pool to be constructed on any Lot shall be subject to the requirements of this subsection and the Committee, which include, but are not limited to the following:

5.4.9.1 The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the Committee;

5.4.9.2 No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the Committee;

5.4.9.3 Pool screening may not be visible from the street in front of the dwelling unless approved by the Committee;

5.4.9.4 Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting; and

5.4.9.5 All pools must be fenced.

5.4.10 Air Conditioning Equipment. All air conditioning compressors shall be permitted in the rear yards and rear portions of the side yards only, as approved by the Committee, and shall be screened from view and insulated by a fence, wall, or shrubbery so as to minimize noise.

5.4.11 Lot Clearing. No Lot may be cleared more than ninety (90) days prior to the commencement of construction of a dwelling on the Lot, and only after approval from the Committee and St. Johns County.

5.4.12 Utility Connections; Gas Tanks. Building connections for all utilities, including but not limited to water, electricity, telephone, and television, shall be run underground from the proper connecting points to the building structure in such a manner as to be acceptable to the governing utility authority. Water-to-air heat

pumps will not be allowed unless approved by the Committee. Approval will not be considered unless excess water can be dispelled directly into a storm drainage system or returned to ground water. Gas tanks shall be permitted in rear yards only, unless installed underground.

5.4.13 Firewood. All firewood shall be stored in a screened service area and screening shall consist only of approved materials such as stained woods, stucco or brick.

5.4.14 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting that obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point fifteen (15) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5.4.15 Setbacks. Each Lot shall be subject to the following setbacks:

5.4.15.1 No part of any structure, including the garage, may be constructed within 40 feet (40') from the front line of each Lot.

5.4.15.2 No part of any structure, including the garage, may be constructed within 15 feet (15') from the side line of each Lot, except the Committee may approve side setbacks of 10 feet (10') under special circumstances as determined by the Committee in its sole discretion.

5.4.15.3 No part of any main structure may be constructed within 50 feet (50') from the rear line of each Lot except as provided below and except as approved by the Committee under special circumstances as determined by the Committee in its sole discretion.

The term "front line" shall mean any boundary line that is contiguous to a street right-of-way and that the front of the dwelling faces. The term "rear line" shall mean any lot boundary line that does not extend to or intersect the front lot line, except that in the case of Lots 6, 7, 14, 16, 17 and 27 shall be determined by Committee in its sole discretion. The term "side line" shall mean any lot boundary line other than a front or rear lot line. As to all corner lots, the Developer or the

Association may, in its sole discretion, determine which lot lines are the front lines and the side lines. Notwithstanding the terms of Section 5.4.15.3, accessory uses including without limitation pools, screened enclosures, spas, patios, and barbecue pits may be constructed within 10 feet (10') from the rear line measured from the pool's screen enclosure, or from water's edge for unscreened pools. Secondary structures, such as detached garages, must maintain twenty foot (20') rear setbacks.

5.5 Limitation on Liability. Any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Developer and all other Owners harmless from any liability or damage to the Property and from expenses arising from any Proposed Improvement and such owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

5.6 Holiday Decorations. The Board may adopt reasonable rules and regulations governing exterior holiday lighting and decorations, and Committee approval shall not be required prior to the installation of lighting and decorations that comply with such rules and regulations.

5.7 Fees. The Committee is hereby authorized to make such charges for each submittal as it deems necessary to cover the cost of review of the plans and specifications.

5.8 Variances. The Developer or the Committee may authorize variances from compliance with building setbacks or any architectural provision of this Declaration when deemed appropriate in the sole discretion of the Developer or the Committee. Any such variance must be evidenced in writing by the Developer or the Committee and shall not operate to waive any of the terms and conditions of this Declaration except to the extent necessary to give effect to the variance.

6. USE RESTRICTIONS.

6.1 Residential Use. No Lot shall be used for any purpose except for a residential dwelling for a family, as defined by applicable zoning ordinances. Use of a residence for home office purposes shall not be prohibited, provided the Owner must reside in the residence as his primary residence and the use of the residence for a home office must be clearly incidental and subordinate to its use as a residence; no evidence of the home office use may be visible from the exterior of the Lot; traffic from visitors and delivery or pickup services may not exceed the traffic typically generated by other Lots; the activities of the home office must occur entirely within the residence; the

physical address of the home office may not be advertised; and the use must otherwise comply with this Declaration and all applicable zoning regulations.

Notwithstanding the foregoing, until such time as the Developer no longer owns a Lot, the Developer reserves the right to use the vacant portions of a Lot and the Common Area for Developer's construction activities; provided, however, that the Developer's activities shall not interfere with the residential use of any improved Lot. In the event Developer's activities disrupt the surface condition of a Lot, the Developer shall be required to return the Lot to its condition as it existed immediately prior to the disruption.

6.2 Vehicles. No boats or wheeled vehicles of any kind, including trailers, automobiles or campers, may be kept or parked on any Lot or driveway unless same are completely inside a garage or in the rear yard, screened from view. Notwithstanding the foregoing, private automobiles of occupants and guests may be parked in the driveway on a Lot as long as they do not constitute a nuisance, in the sole discretion of the Association. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes. No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or on a regular basis or for a continuous period of time in excess of twenty-four (24) hours. No mechanical or maintenance work of any kind may be performed on any boats or vehicles except within a closed garage. Furthermore, in the interest of protecting the health and safety of the Owners and preserving the value of the Lots, no Owner or guest, tenant, or invitee of an Owner may operate an ATV, "four wheeler," motorbike, or other recreational vehicle on any portion of the Property. The foregoing restrictions on parking shall not apply to the Developer and its designees, who shall be exempt from all restrictions on parking vehicles that are engaged in any activity relating to the construction or marketing of Lots or the maintenance, inspection, or repair of any part of the Property.

6.3 Animals. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other domesticated household pets may be kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets unless confined to a leash. If, in the sole discretion of the Board, any animal becomes dangerous, a nuisance, or destructive of property or wildlife, such animal may no longer be kept on a Lot. Persistently barking dogs, dogs running at large, or dogs in packs shall constitute a nuisance per se and a violation of Section 6.6.

6.4 Clotheslines. No portion of a Lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines are permitted.

6.5 Subdivision of Lots. No Lot may be resubdivided.

6.6 Nuisances. No immoral, unlawful, noxious or offensive activity shall be carried on or upon the Property, nor shall anything be done thereon that is or may become a nuisance to other Lot owners.

6.7 Temporary Structures. No structure of a temporary nature or character, and no tent, shack, garage, barn, trailer, camper or other similar outbuilding or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently. No mobile home, modular home, or any dwelling constructed off-site and designed to be transported shall be permitted on any Lot.

6.8 Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. All trash containers shall be stored in a concealed space and not visible from the street except within twelve (12) hours before or after scheduled pick-up by local waste removal service. No grass clippings, trash or other debris shall be disposed of in the Common Area.

6.9 Lawn Maintenance. All improvements on a Lot and all lawns, grounds and landscaping shall be maintained in a neat and orderly fashion free of rubbish, trash, garbage and all unsightly weeds and underbrush. Natural vegetation buffers are allowed if kept free of garbage, fallen trees and large fallen branches. No mining or excavating operations of any kind shall be permitted upon or in any Lot.

6.10 Signs. An Owner may display a sign of reasonable size provided by a contractor for security services within ten feet of any entrance to his residence. No other sign of any kind shall be displayed on any Lot or from the window of any residence except signs showing the Owners' names and number of residence and "For Sale" signs, both of which must be approved by the Committee prior to installation. No "For Rent" signs shall be allowed at any time. This section shall not apply to the Developer.

6.11 Satellite Dishes. No satellite dishes or radio or television antennae shall be installed unless same are screened from view on all sides. The Committee may waive this requirement to the extent necessary for signal reception. No satellite dish, radio or television antennae may be installed unless and until the location and screening has been approved by the Committee in accordance with Section 5. No television or radio antennae shall be permitted.

6.12 Tree Removal. No tree of a diameter in excess of six inches (6") at a height of four feet (4') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees and the justifications for such tree removal. The Committee may require any Owner who

violates this section to replace trees removed without approval with trees of like kind and size within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a Lot Assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in Section 9.

6.13 Window Units. No window or through the wall HVAC units may be placed in any window of or through a wall of a residence or accessory building.

6.14 Mailboxes. All mailboxes shall be designed and constructed in accordance with specifications promulgated by the Committee.

6.15 Wells and Pumps. All pumps and piping installed on Lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may only be used for irrigation, swimming pools, air conditioning and lawn watering.

6.16 Insurance. Each Owner shall maintain in full force and effect a policy of fire and other casualty insurance in an amount equal to the full replacement cost of the residence and other improvements constructed on his Lot, excluding excavation costs. In the event any improvement is damaged or destroyed as the result of a casualty, all debris must be immediately removed and the Lot restored to a neat and orderly appearance within sixty (60) days from the date of the casualty. The Owner shall commence reconstruction within six (6) months from the date of the casualty. Reconstruction shall be performed in a workmanlike manner and in accordance with the original plans and specifications approved by the Committee, unless the Owner obtains approval for new plans and specifications in accordance with Section 5. Reconstruction must be completed within a reasonable time, not to exceed one (1) year from the date of the casualty.

6.17 Wetlands and Buffers. All wetlands and buffers shown on the Plat shall be preserved in their natural state. No construction, filling, removal of earth, or cutting of trees or other plants shall be permitted within the wetlands or buffers.

7. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

7.1 Membership. Every Owner of a Lot, including Developer, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

7.2 Classes of Members. The Association shall have two (2) classes of voting members as follows:

7.2.1 Class "A" members shall be all Owners other the Developer, except as provided in Section 7.2.2 below. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any Lot.

7.2.2 Class "B" members shall be the Developer, who shall be entitled to nine (9) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

7.2.2.1. Three (3) months after ninety percent (90%) of all Lots in the Property that will ultimately be operated by the Association have been conveyed to members other than Developer. (For purposes of this section, the term "members other than Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale); or

7.2.2.2. At such time as the Developer, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Developer shall be entitled to elect at least one (1) member of the Board of Directors, and shall be entitled to appoint all of the members that do not constitute a majority of the members of the Board, as long as Developer holds at least five percent (5%) of the Lots for sale in the ordinary course of business.

8. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

8.1 Management of Association. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

8.2 Operation of Common Area. The Association shall operate the Common Area and, with respect to any Common Area it owns, may acquire or dispose

of all or part of it by sale, grant of easement or otherwise make agreements with respect to the Common Area subject to the restrictions and provisions of the Articles and Bylaws. The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Area, and any other governmental liens which may be assessed against the Common Area, unless the taxes for such Common Area are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

8.3 Maintenance. The Association shall manage, maintain, operate and insure the Common Area, any mitigation and jurisdictional wetlands or conservation areas shown on the Plat, and all improvements located on Common Area. All maintenance shall be performed at the direction of the Board, and the cost of managing, maintaining, operating, repairing, replacing and insuring the Common Area shall be a common expense of the Association and shall be collected and paid in accordance with Section 9.

8.4 Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District or other governmental agency having jurisdiction. The Association may enact reasonable rules and regulations with regard to the operation and use of the System. The System and all bulkheads, drains, and other improvements constructed or installed by the Developer or Association to secure the System shall be Common Area. Any repair, reconstruction, or modification of the System shall be as permitted or approved by the St. Johns River Water Management District.

8.5 Bonding. The Association shall obtain such fidelity bonds as it deems necessary or as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

8.6 Enforcement. The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

8.7 Enforcement of Rights. The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege

reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

8.8 Conveyance. The Developer and the Association shall have the right to convey Tracts A and B and, with the consent of the St. Johns River Water Management District, the Surface Water or Stormwater Management System, to any public or private entity that will assume the Association's obligation to maintain and operate them.

9. COVENANT FOR MAINTENANCE ASSESSMENT.

9.1 Covenant for Maintenance Assessments. The Developer hereby covenants for each Lot within the Property and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot (whether or not it shall be so expressed in his deed), to pay to the Association annual assessments and special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but shall not become the personal obligation of the successors in title of such person or persons unless expressly assumed by them.

9.2 Purpose of Assessments. The annual assessments levied by the Association shall be paid either in monthly, quarterly, or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots in the Property; for the improvement, maintenance, and repair of all Common Area and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, including without limitation work within retention areas, drainage structures and drainage easements; for the administration and expenses of the Association; for the establishment of a maintenance, repair and reserve account for Common Area; for the maintenance of street lighting, the perimeter fence, signage, and electricity, water, and other utilities to serve the Common Area; for payment of taxes and insurance on all Common Area; and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation, or the Bylaws.

9.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget and a reasonable estimate for reserves for deferred maintenance and non-recurring expenses of the Common Area. Each Owner shall pay a pro-rata share of annual and special assessments on an equal fractional basis in monthly or quarterly installments, as determined by the Board from time to time. Notice of the annual assessments shall be mailed to every Owner. Annual assessments shall be collected in advance on a periodic

basis established by the Board. Special assessments shall be due at such time as determined by the Board.

9.4 Lot Assessments. The Association may, with the approval of a majority of the Board, levy an assessment against an individual Lot (a "Lot Assessment") for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Common Area that only serves such Lot, or to pay or reimburse the Association for costs resulting from the failure of the Owner of such Lot to comply with the Declaration, the Articles, or the Bylaws, or for damage to the Common Area pursuant to Section 3.3.

9.5 Special Assessments. In addition to the annual and special assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area, for payment of insurance premiums for the Common Area, or for such other purposes as may be approved by the members of the Association in the manner set forth in this paragraph. Any special assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

9.6 Commencement of Payment of Assessments. The assessment obligations of an Owner shall commence upon the closing of the Owner's purchase of a Lot. At the closing the Association shall also be entitled to collect Three Hundred and No/100s Dollars (\$300.00) as a capital contribution to the Association.

9.7 Assessments on Developer-Owned Lots. Notwithstanding any provision to the contrary herein, while Developer is a Class B member or until such time as the Developer elects to commence paying assessments on Lots it owns as provided below ("the Guarantee Period"), it shall be excused from payment of its share of the operating expenses and assessments relating to its Lots provided it pays any expenses incurred by the Association (excluding any obligation to fund reserves) that exceed the assessments receivable from other Owners and other income of the Association. The Developer shall fund such expenses only as they are actually incurred. The Developer may assign this exemption as to any Lot to an entity that owns the Lot solely for the purpose of constructing a dwelling on the Lot for resale to a buyer who intends to occupy the dwelling. The Developer, in its sole discretion and regardless of its membership status, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate the Guarantee Period and its obligation under this paragraph. In no event shall the Developer be obligated to fund the Association's operating deficit after Turnover.

9.8 Certificate of Paid Assessments. The Association shall, on demand and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owed therefore.

9.9 Delinquent Assessments. Any assessment or other charge authorized by this Declaration not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The Assessment plus interest, a late fee not to exceed Twenty Dollars and No/100's (\$20.00) for each assessment not paid within fifteen (15) days after the due date, and reasonable attorney's fees at the trial and appellate level shall become a continuing lien against the Lot. The Association shall have the right to record a claim of lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said claim of lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such claim of lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. The Association may bring an action at law against the owner personally obligated to pay the Assessment, or may foreclose the lien against the Lot in the same manner as provided under Florida law for foreclosing mortgages. The Association shall be entitled to bid at any foreclosure sale and to apply as a cash credit against its bid all sums due the Association and covered by the lien being enforced. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot or nonuse of the Common Area.

9.10 Priority of Assessments. The assessment lien provided for herein shall be effective from and shall relate back to the date this Declaration is first recorded in the public records of St. Johns County, Florida. However, as to first mortgages of record the lien is effective from the date a claim of lien is recorded in the public records of St. Johns County, Florida. A sale or transfer of any Lot shall not affect the assessment lien except as provided by law. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer except as provided by Chapter 270, Florida Statutes (2013) as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

9.11 Exempt Property. All portions of the Property dedicated to and accepted by a local public authority, all portions of the Property owned by a charitable or nonprofit organization that is exempt from taxation by the laws of Florida, and all Common Area shall be exempt from assessments. However, no land or improvements

devoted to dwelling use shall be exempt from assessments except as provided in Section 9.7.

10. UTILITY PROVISIONS

10.1 Water. The central water system providing service to the Property shall be used as the sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot and which serve same. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

10.2 Sewer. The central sewage system providing service to the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and which serve same, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, drainage ditch or roadway and no septic tank or drain field shall be placed or allowed within the Property.

10.3 Solid Waste and Recycling. Each Owner shall participate in any available solid waste collection programs instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider.

10.4 Utility Services. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to each Lot.

11. EXTERIOR MAINTENANCE ASSESSMENT.

11.1 Exterior Maintenance. In the event any Owner fails to maintain his Lot or improvements thereon in the manner required by Section 6.9 on such Lot so that in the reasonable opinion of the Board quality, value, beauty or character of any or all of the Property is detrimentally affected, the Board of Directors may, thirty (30) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass.

11.2 Charges. The cost of any maintenance performed pursuant to this Section shall be the responsibility of the Owner of the Lot and may be collected by the Association as a Lot Assessment in the manner specified in Section 9 hereof.

12. GENERAL PROVISIONS.

12.1 Enforcement. Enforcement of these restrictions by the Developer, the Association, or any Lot Owner shall be by proceedings against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and court costs at all levels of the proceedings. The St. Johns River Water Management District or other governmental agency having jurisdiction shall also have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

12.2 Invalidity. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect provided the essential provisions for the Developer, the Association, and the Owners remain valid, binding, and enforceable.

12.3 No Waiver. Any failure of the Developer, the Association, or Lot Owners, their successors or assigns to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter.

12.4 Amendment:

12.4.1 By the Developer. The Developer reserves and shall have the sole right, prior to Turnover:

12.4.1.1 to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and any inconsistency between this Declaration and the other governing documents of the Association;

12.4.1.2. to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Developer, in its sole judgment, determines such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot;

12.4.1.3 to amend this Declaration to comply with any requirement of the federal Department of Housing and Urban Development; any governmental lending agency; or any other governmental agency with jurisdiction over the Property to induce any of such agencies to make, purchase, sell, insure, guarantee, or otherwise deal with first mortgages on Lots;

12.4.1.4 to bring this Declaration into compliance with applicable laws, ordinances, or governmental regulations; and

12.4.2.5 to amend this Declaration in any manner as the Developer may deem necessary or convenient.

12.4.2 By the Association. In addition to the rights of the Developer provided for in Section 12.4 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration and, so long as the Developer holds at least one (1) Lot for sale in the ordinary course of business, with the consent of Developer, may amend or alter this Declaration or any part thereof.

12.4.3 Approval by Water Management District. Any amendment to the Declaration which alters the Surface Water or Stormwater Management System from its original condition must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

12.5. Developer's Reserved Rights. Notwithstanding any other term or condition contained in this Declaration, the Developer shall have the right to transact upon the Property any business necessary to effect the development and sale of Lots including, but not limited to, the right to conduct construction activities, maintain model homes, have signs, and locate a sales trailer on the Property.

12.6 Priority. In the event of any conflict among this Declaration, the Articles of Incorporation or By-Laws, the provisions of this Declaration shall control.

12.7 Assignment of Rights. All rights reserved herein to the Developer shall be fully assignable and transferable.

12.8 Term and Termination. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2043. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of

the Lots; provided, however, that no such termination shall be effective without the joinder of the Developer for so long as the developer owns any part of the Property.

12.9 Gender. The use of the masculine gender shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall refer to the other, as the context or application may require

12.10 Assignment. The Developer may assign any or all of its rights under this Declaration to any successor developer without the consent of the Association or any Owner.

13. NOTICE OF PERMIT REQUIREMENTS.

13.1 Compliance with Permit. THE PROPERTY HAS BEEN DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBER 42-109-93331-2 ("THE PERMIT"). ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO A JURISDICTIONAL WETLANDS OR CONSERVATION AREA AS ESTABLISHED BY THE ARMY CORPS OF ENGINEERS ("ACOE") OR THE DISTRICT OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS IT RELATES TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLAND AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SYSTEM OR ANY PART OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DISTRICT OR THE ACOE, AS APPLICABLE.

13.2 Enforcement Rights. THE PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO INSURE THAT ALL TERMS AND CONDITIONS OF THE PERMIT ARE COMPLIED WITH. THE ASSOCIATION SHALL HAVE THE POWER TO BRING AN ACTION AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT. THE DISTRICT SHALL HAVE THE RIGHT TO ENFORCE THE PROVISIONS OF THIS DECLARATION WHICH RELATE TO THE MAINTENANCE, OPERATION, AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

13.3 Indemnity. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND FOR ANY REASON THE

DEVELOPER OR THE ASSOCIATION IS CITED FOR SUCH VIOLATION, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS AGAINST ALL COSTS ARISING IN CONNECTION WITH SUCH VIOLATION, INCLUDING WITHOUT LIMITATION ALL ATTORNEYS' FEES AND THE COSTS OF CURING SUCH VIOLATION.

14. DISCLAIMERS.

By accepting a deed to his Lot and membership in the Association, each Owner acknowledges and agrees that the Association shall not be liable or responsible for, or in any manner guarantor or insurer of the health, safety, welfare, or property of any Owner or occupant of any portion of the Property, including without limitation owners, tenants, residents and their families, guests, invitees, agents, employees, contractors, or subcontractors. Any provision of this Declaration, the Articles of Incorporation or Bylaws relating to health, safety, or welfare shall be interpreted and applied only as limitation on the uses of assessment funds by the Association and not as creating a duty on the part of the Association to protect or further the health, safety, or welfare of any person or persons, even if assessment funds are chosen to be used for any such reason. This Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations which may be adopted from time to time by the Association 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. The Association is not authorized, created, or empowered to enforce or protect against tortious or negligent activities or to enforce or ensure compliance with federal, state, or local laws and ordinances. Each Owner, by virtue of his acceptance of a deed to his Lot, and every 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 use) shall be bound by this Section 15.3 and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the association arising out of or connected with any matter for which the liability of the association has been disclaimed.

For purposes of this Section, "Association" shall include within its meaning all of the Association directors, officers, committee and board members, employees, agents, contractors, management companies, subcontractors, successors and assigns. The provisions of this Section shall inure to the benefit of the Developer, its successors, assigns, members, officers, and agents, all of which shall be fully protected hereby.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Developer has affixed its hand and seal on this 11 day of July, 2013.

Signed, sealed and delivered in the presence of:

Name: STEPHEN BOYD COLLINS

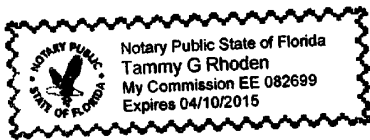
Name: Tammy G. Rhoden

HEARTWOOD DEVELOPMENT, LLC, a Florida limited liability company

By: [Signature]
Name: W. FRANK DIMARE
Its: MANAGER

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 15 day of July, 2013, by W. Frank DiMare, the managing member of Heartwood Development, LLC, a Florida limited liability company, on behalf of the company. He () is personally known to me or (✓) has produced a Florida driver's license as identification.



Tammy G. Rhoden
Notary Public
Tammy G. Rhoden
(Name of Notary Typed/Printed/Stamped)
Commission Number: EE 082699
Commission Expires: 4/10/2015

Name: STEPHEN BOYD COLLINS

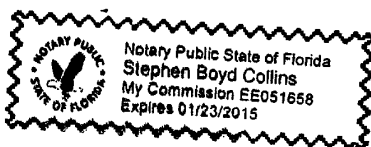
Name: Tammy G. Rhoden

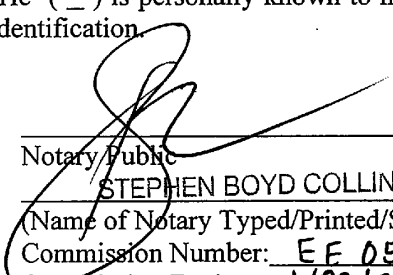
HEARTWOOD HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit

By: [Signature]
Name: W. FRANK DIMARE
Its: PRESIDENT

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 15 day of July, 2013, by W. Frank DiMare, the president of Heartwood Homeowners' Association, Inc., a Florida corporation not-for-profit. He () is personally known to me or (✓) has produced a Florida driver's license as identification.





Notary Public

STEPHEN BOYD COLLINS

(Name of Notary Typed/Printed/Stamped)

Commission Number: EE 051658

Commission Expires: 1/23/2015

JOINDER AND CONSENT OF MORTGAGEE

Harbor Community Bank, the owner and holder of a mortgage on the real property described in the foregoing Declaration of Covenants and Restrictions, which mortgage is recorded in Official Records 2676, page 174, of the public records of St. Johns County, Florida, hereby joins in and consents to the filing of said Declaration of as covenants running with the land and to the subordination of the lien of its mortgage to the terms of the aforesaid Declaration. This Joinder and Consent shall be binding upon the undersigned and its successors and assigns.

Dated this 19th day of July, 2013.

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Shelley Payne

Harbor Community Bank

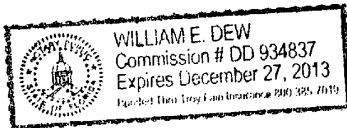
[Signature]
By: James Murphy
Its: Senior Vice President
Address: _____

[Signature]
Name: Debbie Willey

STATE OF Florida
COUNTY OF Putnam

The foregoing instrument was acknowledged before me this 19 day of July, 2013, by James Murphy, the Vice President of Harbor Community Bank, a _____, on behalf of the bank. He or she is personally known to me or has produced _____ a Florida driver's license as identification.

William E Dew
Name: William E Dew
Notary Public
Commission No. 934837
Commission Expires 12-27-13

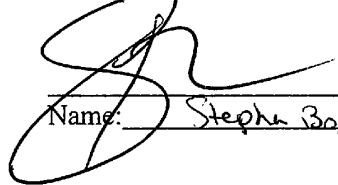


JOINDER AND CONSENT OF MORTGAGEE

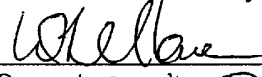
Heartwood Properties, LLC, the owner and holder of a mortgage on the real property described in the foregoing Declaration of Covenants and Restrictions, which mortgage is recorded in Official Records **2608**, page **1161**, of the public records of St. Johns County, Florida, hereby joins in and consents to the filing of said Declaration of as covenants running with the land and to the subordination of the lien of its mortgage to the terms of the aforesaid Declaration. This Joinder and Consent shall be binding upon the undersigned and its successors and assigns.

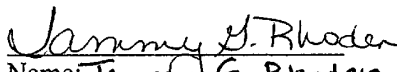
Dated this 15 day of July, 2013.

Signed, sealed and delivered
in the presence of:


Name: Stephen Boyd Collins

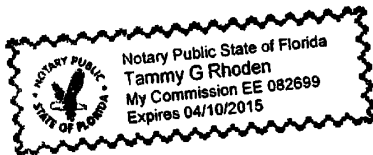
HEARTWOOD PROPERTIES, LLC, a
Florida limited liability company

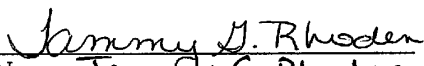

By: W. Frank DiMare
Its: MANAGER
Address: 3845 US 1 South
St. AUG FL 32086


Name: Tammy G. Rhoden

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 15th day of July, 2013, by W. Frank DiMare, the manager of Heartwood Properties, LLC, a Florida limited liability company, on behalf of the company. He or she is personally known to me or has produced a Florida driver's license as identification.




Name: Tammy G. Rhoden
Notary Public
Commission No. EE 082699
Commission Expires 4/10/2015

In + net to,

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085
FN: 4-00-053

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HEARTWOOD**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR HEARTWOOD recorded in Official Records 3770, Page 953, of the public records of St. Johns County, Florida ("the Declaration") is executed this 12th day of , 2013, by Heartwood Development, LLC, a Florida limited liability company (Athe Declarant").

PRELIMINARY STATEMENT

A. The Declarant desires to amend the Declaration to include the maximum amount of annual assessments during the term of the Guarantee Period;

B. Section 12.1.5 authorizes the Declarant to execute and record this Amendment.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Section 9.7 is hereby amended as follows:

9.7 Assessments on Developer-Owned Lots. Notwithstanding any provision to the contrary herein, while Developer is a Class B member or until such time as the Developer elects to commence paying assessments on Lots it owns as provided below ("the Guarantee Period"), it shall be excused from payment of its share of the operating expenses and assessments relating to its Lots provided it pays any expenses incurred by the Association (excluding any obligation to fund reserves) that exceed the assessments receivable from other Owners and other income of the Association. During the Guarantee Period the maximum annual assessment on any Lot shall not exceed \$800.00. The Developer shall fund such expenses only as they are actually incurred. The Developer may assign this exemption as to any Lot to an entity that owns the Lot solely for the purpose of constructing a dwelling on the Lot for resale to a buyer who intends to occupy the dwelling. The Developer, in its sole discretion and regardless of its membership status, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate the Guarantee Period and its obligation under this paragraph. In no event shall the Developer be obligated to fund the Association's operating deficit after Turnover.

2. In all other respects, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 12th day of DECEMBER, 2013.

Signed, sealed and delivered in the presence of:

HEARTWOOD DEVELOPMENT, LLC,
a Florida limited liability company

Frances E Murray
Name: Frances E Murray

By: W. Frank DiMare
W. Frank DiMare
Its Managing Member

KATHERINE G. SONGS
Name: KATHERINE G. SONGS

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of December, 2013, by W. Frank DiMare, the managing member of Heartwood Development, LLC, a Florida limited liability company, on behalf of the company. He (☒) is personally known to me or (☐) has produced a Florida driver's license as identification.

Frances E Murray
Notary Public

(Name of Notary Typed/Printed/Stamped)

Commission Number: _____

Commission Expires: _____

