

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HONEY BRANCH ESTATES

THIS DECLARATION is made on January 2nd 2007, by

HONEY BRANCH ESTATES PARTNERS, LLC ("Declarant").

RECITALS

A. Declarant is the owner of the real property described below located in St. Johns County, Florida ("the Property");

B. Such real property is not subject to any covenants or restrictions of record; and

C. Declarant desires to place covenants and restrictions of record of such real property; and

D. Declarant deems it desirable to create a not-for-profit association to own, maintain and administer all 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, Declarant hereby declares that the real property described on Exhibit A, situate, lying and being, in 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.

Section 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 HONEY BRANCH ESTATES Homeowners' Associations, Inc. its successors and assigns.

1.3 "Board of Directors" 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 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 Article of the By-laws.

1.6 "Common Area" shall mean and refer to:

1.6.1 those tracts or parcels of land and personal property conveyed to or owned by the Association for the common use and enjoyment of the Owners and their guests and invitees; and

1.6.2 all improvements constructed on such lands, including without limitation the Common Roads and all improvements within the right-of-way of the Common Roads depicted on the plat, riding trails, and the community arena; and

1.6.3 all easements dedicated or conveyed to the Association, including equestrian and drainage easements.

All of the Common Area is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees, subject to any rules and regulations adopted by the Association and to all use rights reserved by Declarant, either in this Declaration or in a separate document executed prior to conveying any land to the Association.

1.7 The Riding Trail Easement shall be considered Common Area of the Association and all rules and regulations and provisions relating to the Common Area shall include the Riding Trails unless otherwise specified.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants and Restriction for HONEY BRANCH ESTATES.

1.9 "Declarant" shall mean and refer to PARCEL OWNERS, their successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development, or any entity to which Declarant assigns its development rights.

1.10 "Lot" shall mean and refer to any lot together with the improvements thereon, shown on the Plat. "Building Lot" shall mean and refer to Lots 1 through 12 designated on the plat.

1.11 "Owner" shall mean and refer to the record owner of fee simple title to any Lot shown on the Plat, which may be one or more person or entities. Such term shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.12 "Plat" shall mean the subdivision plat of Honey Branch Estates recorded in Map Book pages through , of the public records of St. Johns County, Florida, together with any subsequently recorded subdivision plat of any additional contiguous lands made subject to this Declaration.

1.13 "P.R.D." shall mean and refer to St. Johns County, Florida Ordinance Numbers 2005-83 approving the Honey Branch Estates Planned Rural Development.

1.14 "Surface Water of 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. Components of the System include without limitation the drainage easements and the Drainage Retention Pond Easement depicted on the plat.

Section 2. Property Rights

2.1 Common Area Easements.

2.1.1 Creation. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Area, 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 which shall be appurtenant to and shall pass with the title to every Lot, subject to the terms of the P.R.D. and the following provisions:

2.1.1.1 The right of the Board of Directors, 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 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.

2.2 Equestrian Easements. The Lots shall be subject to the equestrian easement designated on the Plat as a 5 or 10 foot riding trail. The equestrian easement is for the sole and exclusive use of the Owners, their tenants, guests and invitees. Other than as necessary for maintenance, no motorized vehicles shall be permitted upon the

equestrian easement, which shall be limited to horseback riding, walking, jogging and bicycling.

2.3 Drainage Easements. The Association shall have a perpetual non-exclusive easement over 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 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 St. Johns River Water Management District or other governmental agency having jurisdiction.

2.4 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.

Section 3. Architectural Control.

3.1 No building, barns, fences, mailboxes, walls, driveways, swimming pools, barbecue pits, landscaping, exterior lighting, dock, or other improvements other than those erected by Declarant shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, clearing, or tree removal be commenced or any exterior addition or modification be made to an existing structure until all construction, 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 Architectural Control Committee (the "Committee") of the Association as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said buildings or structures 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 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 completed within a period of six (6) months from date construction is begun or such longer time as may be approved by the Committee in its sole discretion. Construction of barns and other outbuildings may not be commenced on a Lot until after the permits for the construction of the residence on such Lot have been issued and construction of the residence has commenced.

The initial Committee shall be composed of such agent or agents as may be appointed by the Declarant in its sole discretion. At such time as the Declarant ceases to be a Class B member of the Association, the members of the Committee shall be appointed by the Board of Directors of the Association.

3.2 The Committee shall have the following powers and duties.

3.2.1 To draft and adopt architectural planning criteria, standards and guidelines relative to architectural styles or details, and rules and regulations regarding the form and content of plans and specifications to be submitted for approval, all as the Committee may consider necessary or appropriate.

3.2.2 To require submission to the Committee of two (2) or more Complete sets of preliminary and final plans and specifications for any building or structures of any kind, including, without limitation, any dwelling, barn, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer drain, disposal system, decorative building, landscaping, landscaping device or object, exterior lighting scheme ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property. The Committee may also require submission of samples of building materials and color 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.

3.2.3 To approve or disapprove any Proposed Improvement or change or modification thereto and to approve or disapprove any exterior additions, changes, modifications or alterations to an existing improvement, including without limitation any change in the color of such improvement. During the time the Declarant is a Class B member determination by the Committee shall be final. Subsequent to the transfer of control of the Committee by the Declarant, 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.

3.2.4 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, thereof, that a Proposed Improvement might meet individual criteria delineated in this Article 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.

3.2.5 In the event any Proposed Improvement is changed, modified or altered without prior approval of the Committee, 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. The Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

3.3 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, Associations, Declarant 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.

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

Section 4. Use Restrictions.

4.1 Sizes. No Building Lot shall be used for any purpose except for those uses permitted by the P.R.D. No buildings other than one (1) single family dwelling, not to exceed thirty five feet (35') in height, may be constructed on any one Building Lot. No dwelling that contains less than twenty-four hundred (2400) square feet of heated and cooled living area shall be permitted. Dwellings of more than one story must have a minimum of fourteen hundred (1400) square feet of heated and cooled ground floor area. All dwellings must have an attached enclosed garage with space for at least two (2) automobiles. Approved floor plans can have a Detached Garage. All attached garages doors must be on the side or rear walls of a dwelling. All garages, utility rooms, porches and screened in areas shall be in addition to the minimum square feet of ground floor living area and shall not be considered a part thereof for determining compliance with these size restriction. All barns, garages, utility rooms, porches and screened in areas shall be designed in harmony with the dwelling. 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.

4.2 Setbacks. No part of any dwelling, including the garage, shall be constructed on any Building Lot within thirty feet (30') of the front property line or riding trail, or within fifteen feet (15') of any side property line. All setbacks shall be measured from the wall of the structure to the property line. A dwelling may be located upon a single lot or on a combination of contiguous Lots and in the latter case, the setback lines shall apply to the most exterior Lot lines of the combined contiguous Lots. Eaves and cornices of any structures may project beyond the setbacks established herein. Accessory uses, including but not limited to pools, spas, and patios shall be set back a minimum of five feet (5') from all property lines. All residences must be constructed within the development area designated in the P.R.D.

4.4 Buffers. The Building Lots shall be subject to the following buffer areas, as more fully described in the P.R.D.

4.4.1 A twenty five foot (25') wide undisturbed upland buffer shall be maintained along the jurisdictional wetland line along Honey Branch Creek. No improvements may be constructed within this buffer.

4.4.2 A fifty foot (50') wide development buffer shall be maintained on each Building Lot as shown on the plat. This buffer may be used for residential yard purposes but not for residential buildings.

4.5 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 barn or parked on the rear of the Lot so that is not visible from any road on the Property. Notwithstanding the foregoing, private automobiles or the 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 twelve (12) hours. No Commercial vehicles other than pick-up trucks or vans with company logos, will be allowed and must be owned by the resident homeowner.

4.6 Pets. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot except as permitted by this section or as otherwise approved by the Association. Dogs or cats may be kept provided such pets shall not exceed four (4) in the aggregate. If permitted by the applicable regulations and ordinances of St. Johns County, Florida, horses and ponies (but not donkeys, burros, or other equines) may be kept on a Lot. All such animals shall be kept in strict accordance with this Declaration, the rules of the Association, and the regulations and ordinances of St. Johns County, Florida. For purposes of this section, combined contiguous Lots shall be deemed one Lot. No commercial boarding of horses or other animals is permitted on any Lot. If any animal becomes obnoxious or a nuisances, the person having control of the animal shall be given written notice by the Association to correct the problem. If not corrected, the Owner of the Lot on which the animal is kept upon written notice, may be require to remove the animal from the Property.

4.7 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.

4.8 Further subdivisions. Subject to the provision of Section 4.2, no Lot or Lots shall be resubdivided.

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

4.10 Temporary Structures. No structure of a temporary nature, character, tent, shack, garage, barn, trailer, camper or other similar outbuildings or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently.

4.11 Trash. 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 within twelve (12) hours after scheduled pick up by local waste removal service. No mining or excavating operations of any kind shall be permitted upon or in any Lot. The Owner of each Lot shall maintain his lawns, grounds and landscaping 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.

4.12 Signs. No 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 or "For Sale" or "For Rent" signs.

4.13 Right of Entry. In the event any Owner fails to maintain his Lot in the manner required by Section 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner or in a neat and clean appearance, the Committee or 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. Such expense shall be deemed a special assessment against the Owner of the Lot and may be collected by the Association in the manner specified in Section 7 hereof.

4.14 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 3. No television or radio antennae shall be permitted except as may be specifically approved by the Committee.

4.15 Tree Removal. No tree of a diameter in excess of eight inches (8") 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 justification for such tree removal. The Association may require any Owner who violates Section 4.15 above to replace trees removed without approval with trees of like kind and

size within thirty (30) days after written demand by the Association. If an Owners 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 special 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 7.1 hereof.

4.16 Air Conditioning Units. No window HVAC units may be placed in any window of or through a wall of a residence or barn.

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

4.18 Wells. 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 be used for drinking, fire protection, irrigation, swimming pools, air conditioning, lawn watering, and barn use.

4.19 Sewage. All sewage shall be disposed of through private septic systems located at rear of homes wherever possible.

4.20 All Owners shall abide by the rules established from time to time by the Board of Directors pertaining to the use of the Common Area and Conservation Easement.

Section 5. Association Membership And Voting Rights.

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

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.1 Class "A" members shall be all Owners except the Declarant. Each Owner shall be entitled to one vote for each Building Lot owned. When more than one person holds an interest in any Building Lot, all such persons shall be members. The vote for such Building Lot shall be exercised as they determined, but in no event shall more than the assigned votes be cast with respect to any Building Lot.

5.2.2 Class "B" member shall be the Declarant, who shall be entitled to six (6) votes for each Building 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:

5.2.2.1 Three (3) months after ninety percent (90%) of all Building Lots that will ultimately be operated by the Association have been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Building Lot; or

5.2.2.2 Ten (10) years following the date of conveyance of the first Building Lot; or

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

Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Building Lots.

Section 6. Rights And Obligations of The Association.

6.1 The Association may obtain and pay for the services of any person or entity to manage its affair 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.

6.2 The Association shall be responsible for the maintenance, operation and repair of the Surface Water of Stormwater Management System ("the 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 Declarant 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 County River Water Management District.

6.3 The Association shall obtain such fidelity bonds as it deems necessary and 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 for convenient or may be required by a mortgagee.

6.4 The Association shall manage and maintain the Common Area, including without limitation those parcels and easements owned by dedicated to the Association on the plat of the Property, any mitigation and jurisdictional wetlands shown as a separate tract on any plat of the Property, the Surface Water or Stormwater Management System.

6.5 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.

6.6 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 reasonable necessary to effectuate any right or privilege granted herein.

Section 7. Covenant for Maintenance Assessment.

7.1 The Declarant hereby covenants for each Lot, 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 attorney's fees, shall be a charge 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.

7.2 The annual assessments levied by the Association shall be paid either in monthly, quarterly, or annual installments and use exclusively;

7.2.1 to promote the health, safety, welfare, and recreation of Owners of Lots in the Property;

7.2.2 for the improvements, maintenance, and repair of the Common Area, common landscape areas, and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, including retention areas, drainage structures and drainage easements;

7.2.3 for the administration and expenses of the Association;

7.2.4 for the establishment of a maintenance, repair and reserve account for Common Area;

7.2.5 for the installation and maintenance of lightning and signage;

7.2.6 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 By Laws.

7.3 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 collecting the cost of maintaining a Lot as authorized by Section 4.13, 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.

7.4 The annual assessments authorized herein shall commence upon substantial completion of the roads and utilities serving a Lot. The Board of Directors of the Association shall fix the amount of the annual assessment against each Building Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner.

7.5 Notwithstanding any provision to the contrary herein, while Declarant is a Class B member 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 that exceed the assessments receivable from other members and other income of the Association. The Declarant, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation under this paragraph.

7.6 The Association shall, on demand and for a reasonable charges, 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 therefor.

7.7 Any assessment 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 fifty dollars (\$50.00) 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 may bring an action at law against the owner personally obligated to pay

same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right of 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. 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.

7.8 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. General Provisions.

8.1 Enforcement of these restrictions by the Declarant, the Association, or any 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 attorney's fees and court costs at all levels of the proceeding.

8.2 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 of Stormwater Management System.

8.3 Invalidity 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.

8.4 Any failure of the Declarant, the Association, or 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.

8.5 The Declarant reserves and shall have the sole right:

8.5.1 to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

8.5.2 to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its

sole judgment, determine 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; and

8.5.3 to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property.

8.6 In addition to the rights of the Declarant provided for in Section 8.5 hereof, the Association, with the consent for seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration and, so long as the Declarant holds at least one (1) Lot for sale in the ordinary course of business, with the consent of Declarant, may amend or alter this Declaration or any part thereof.

8.7 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.

8.8 Notwithstanding any other term or condition contained in this Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale of Lots including, but not limited to, the right to maintain model homes, have signs, and locate a sales trailer on the Property.

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

8.10 All rights reserved herein to the Declarant shall be fully assignable and transferable.

8.11 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 January 2nd, 2037. 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.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 10 day of September, 2007.

Signed, sealed and delivered in the Presence of:

Thao Ungera
Witness:

DONOVAN ROCK
Witness:

[Signature]
Owner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 10th day of September, by Glenn Smith, who () is personally know to me of () has produced Florida driver's license number _____ as identification.

Notary Public

Tina M. Fuller

(Name of Notary Typed/Printed/Stamped)

Commission Number: DD 279863

Commission Expires: 1/10/2008



TINA M. FULLER
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD279863
EXPIRES 01/10/2008
BONDED THRU 1-888-NOTARY1

EXHIBIT A

LEGAL DESCRIPTION

A portion of land lying in Jose Papy Grant, Section 38, Township 7 South, Range 28 East, St. Johns County, Florida, said land also being a portion of those lands as described in Deed Book WW, Page 478, of the public records of said County, and being more particularly described as follows:

BEGIN at the intersection of the Southerly Right-of-Way of County Road No. 208 (a 66.00 foot width Right-of-Way as monumented) with the Westerly maintained Right-of-Way line of Stephen Colee Road as recorded in County Road Plat Book 1, Page 1, of the public records of St. Johns County, Florida; thence South 01 degrees 45 minutes 48 seconds West, along the said Westerly maintained Right-of-Way line of Stephen Colee Road, a distance of 1,701.92 feet to the Northerly maintained Right-of-Way line of Stephen Colee Road; thence South 65 degrees 48 minutes 47 seconds West, along said Northerly maintained Right-of-Way line, a distance of 173.00 feet; thence South 88 degrees 35 minutes 34 seconds West, along said Northerly maintained Right-of-Way line and the Southerly line of the Jose Papy Grant, Section 38, Township 7 South, Range 28 East, of said County, a distance of 879.28 feet; thence South 88 degrees 39 minutes 48 seconds West, continuing along the South line of said Jose Papy Grant, a distance of 475 feet more or less to the centerline of Honey Branch; thence Northerly along the meanderings of the centerline of Honey Branch, departing said Southerly line, a distance of 2570 feet more or less to the Southerly Right-of-Way line of said County Road No. 208; thence South 80 degrees 04 minutes 30 seconds East, along said Southerly Right-of-Way line, a distance of 483.44 feet to the Point of Curvature of a curve being concave Southerly and having a radius of 3031.00 feet; thence Easterly along the arc of said curve through a central angle of 15 degrees 14 minutes 55 seconds, an arc length of 806.67 feet, said curve being subtended by a chord bearing and distance of South 72 degrees 27 minutes 02 seconds East, 804.26 feet to the Point of Tangency of said curve; thence South 64 degrees 49 minutes 34 seconds East, a distance of 9.18 feet to the POINT OF BEGINNING.

SUBJECT TO the following described 40 Foot Ingress, Egress & Utility Easement:

A portion of land lying in Jose Papy Grant, Section 38, Township 7 South, Range 28 East, St. Johns County, Florida, said land also being a portion of those lands as described in Deed Book WW, Page 478, of the public records of said County, and being more particularly described as follows:

BEGIN at the intersection of the Southerly Right-of-Way of County Road No. 208 (a 66.00 foot width Right-of-Way as monumented) with the Westerly maintained Right-of-Way line of Stephen Colee Road as recorded in County Road Plat Book 1, Page 1, of the public records of St. Johns County, Florida; thence South 01 degrees 45 minutes 48 seconds West, along the said Westerly maintained Right-of-Way line of Stephen Colee Road, a distance of 1,701.92 feet to the Northerly maintained Right-of-Way line of said Stephen Colee Road; thence South 65 degrees 48 minutes 47 seconds West, along said Northerly maintained Right-of-Way line, a distance of 173.00 feet; thence South 88 degrees 35 minutes 34 seconds West, along said Northerly maintained Right-of-Way line and the Southerly line of the Jose Papy Grant, Section 38, Township 7 South, Range 28 East, of said County, a distance of 547.86 feet to the POINT OF BEGINNING.

Thence South 88 degrees 35 minutes 34 seconds West, continuing along said Northerly maintained Right-of-Way line and the Southerly line of said Jose Papy Grant, a distance of 331.62 feet; thence South 88 degrees 39 minutes 48 seconds West, continuing along the South line of said Jose Papy Grant, a distance of 40.00 feet; thence North 01 degrees 20 minutes 12 seconds West, departing said Northerly maintained Right-of-Way line and said Southerly line of the Jose Papy Grant, a distance of 40.00 feet; thence North 88 degrees 39 minutes 48 seconds East, a distance of 39.98 feet; thence North 88 degrees 35 minutes 34 seconds East, a distance of 331.60 feet; thence South 01 degrees 24 minutes 28 seconds East, a distance of 40.00 feet to the POINT OF BEGINNING.