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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC.

**Rogers Towers, P.A.
7 Waldo Street, Suite B
St. Augustine, Florida 32084-2718**

TABLE OF CONTENTS

	Page
PART ONE: INTRODUCTION TO THE COMMUNITY	1
ARTICLE I CREATION OF THE COMMUNITY.....	1
1.1. Purpose and Intent.....	1
1.2. Binding Effect.....	1
1.3. Governing Documents	2
1.4. Relationship with Las Calinas Amenity Club Association, Inc.	3
ARTICLE II CONCEPTS AND DEFINITIONS	4
PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS	7
ARTICLE III USE AND CONDUCT	7
3.1. Restrictions on Use, Occupancy and Alienation.....	7
3.2. Framework for Regulation	9
3.3. Owners' Acknowledgment and Notice to Purchasers	9
3.4. Rule Making Authority	9
3.5. Protection of Owners and Others	10
ARTICLE IV ARCHITECTURE AND LANDSCAPING	11
4.1. General	11
4.2. Architectural Review	12
4.3. Guidelines and Procedures.....	13
4.4. No Waiver of Future Approvals.....	15
4.5. Variances.....	15
4.6. Limitation of Liability.....	15
4.7. Certificate of Compliance	16
4.8. Enforcement.....	16
ARTICLE V MAINTENANCE AND REPAIR.....	17
5.1. Maintenance of Lots.....	17
5.2. Responsibility for Repair and Replacement.....	17
PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION.....	18

ARTICLE VI THE ASSOCIATION AND ITS MEMBERS 18

6.1. Function of Association 18

6.2. Membership 18

6.3. Voting 18

ARTICLE VII ASSOCIATION POWERS AND RESPONSIBILITIES 19

7.1. Acceptance and Control of Association Property 19

7.2. Maintenance of Common Maintenance Areas 20

7.3. Insurance 21

7.4. Compliance and Enforcement 24

7.5. Implied Rights; Board Authority 26

7.6. Indemnification of Officers, Directors and Others 26

7.7. Provision of Services, Activities and Programs 27

7.8. Relationships with Other Properties 27

7.9. Facilities and Services Open to the Public 27

7.10. Relationship with Governmental and Tax-Exempt Organizations 28

7.11. Right To Designate Sites for Governmental and Public Interests 28

7.12. Use of Technology 28

7.13. Compliance with the Development Order and PUD 29

ARTICLE VIII ASSOCIATION FINANCES 29

8.1. Budgeting and Allocating Common Expenses 29

8.2. Budgeting for Reserves 31

8.3. Special Assessments 32

8.4. Initial Assessment for Capital Improvements 32

8.5. Benefited Assessments 32

8.6. Commencement of Assessment Obligation; Time of Payment 33

8.7. Obligation for Assessments 33

8.8. Lien for Assessments 34

8.9. Limitation on Assessment Increases 35

8.10. Exempt Property 36

PART FOUR: COMMUNITY DEVELOPMENT 36

ARTICLE IX EXPANSION OF THE COMMUNITY 36

9.1. Annexation by the Association 36

9.2. Additional Covenants and Easements..... 36

9.3. Effect of Filing Supplemental Declaration 37

ARTICLE X ADDITIONAL RIGHTS RESERVED TO DECLARANT 37

10.1. Withdrawal of Property..... 37

10.2. Marketing and Sales Activities 37

10.3. Right to Develop 37

10.4. Right to Approve Changes in Las Calinas Estates Standards 38

10.5. Right to Transfer or Assign Declarant Rights..... 38

10.6. Rights To Use Names; License Agreements..... 38

10.7. Right To Use Common Area for Special Events 38

10.8. Easement to Inspect and Right to Correct..... 39

10.9. Right to Notice of Design or Construction Claims 39

10.10. Termination of Rights 39

10.11. Exclusion of Declarant's Other Properties 40

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY 40

ARTICLE XI EASEMENTS 40

11.1. Easements in Common Area..... 40

11.2. Easements of Encroachment 41

11.3. Easements for Utilities, Etc..... 41

11.4. Easements for Maintenance, Emergency and Enforcement..... 42

11.5. Easements for Lake and Pond Maintenance and Flood Water 42

11.6. Easements for Cross-Drainage..... 43

11.7. Rights to Stormwater Runoff, Effluent and Water Reclamation 43

ARTICLE XII LIMITED COMMON AREAS 43

12.1. Purpose..... 43

12.2. Designation 44

12.3. Use by Others..... 44

ARTICLE XIII PARTY WALLS AND OTHER SHARED STRUCTURES 44

13.1. General Rules of Law to Apply 44

13.2. Maintenance; Damage and Destruction 44

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY 45

ARTICLE XIV DISPUTE RESOLUTION 45

 14.1. In General..... 45

 14.2. Disputes Between Association and Owners..... 45

 14.3. Disputes Between Association/Owner and Declarant..... 45

 14.4. Dispute Resolution.....45

ARTICLE XV MORTGAGEE PROVISIONS 49

 15.1. Notices of Action 50

 15.2. No Priority..... 50

 15.3. Notice to Association..... 50

 15.4. Failure of Mortgagee to Respond..... 50

ARTICLE XVI DISCLOSURES AND WAIVERS 51

 16.1. Changes in Master Plan 51

 16.2. No Liability For Third Party Acts 51

 16.3. View Impairment 52

 16.4. Water Management 52

 16.5. Liability for Association Operations 52

PART SEVEN: CHANGES IN THE COMMUNITY..... 52

ARTICLE XVII CHANGES IN OWNERSHIP OF LOTS 53

ARTICLE XVIII CHANGES IN COMMON AREA 53

 18.1. Condemnation..... 53

 18.2. Partition..... 53

 18.3. Transfer or Dedication of Common Area 54

ARTICLE XIX AMENDMENT OF DECLARATION 54

 19.1. By Declarant..... 54

 19.2. By the Members 54

 19.3. Validity and Effective Date..... 54

 19.4. Exhibits 55

<u>Exhibit</u>	<u>Subject Matter</u>	<u>Page First Mentioned</u>
"A"	Land Submitted	1
"B"	Initial Use Restrictions	2
"C"	By-Laws of Las Calinas Estates Homeowners Association, Inc.	4

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made this ____ day of _____, 2010, by Taylor Morrison of Florida, Inc., a Florida corporation (the "Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

Taylor Morrison of Florida, Inc. has created this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, expansion, administration, maintenance and preservation of Las Calinas Estates as a planned community.

Article I Creation of the Community

1.1. Purpose and Intent.

Declarant, as the owner of the real property described in **Exhibit "A"**, is Recording this Declaration to establish a general plan of development for Las Calinas Estates, a planned community. This Declaration provides for the Community's overall development, administration, maintenance and preservation and provides a flexible and reasonable procedure for its future expansion. An integral part of the development plan is the creation of the Las Calinas Estates Homeowners Association, Inc., an association comprised of all Las Calinas Estates property owners, to own, operate and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents.

This document does not and is not intended to create a condominium under Florida law.

Capitalized terms used in this Declaration are defined herein or in the related Articles of Incorporation for the Association.

1.2. Binding Effect.

This Declaration governs the property described in **Exhibit "A"**, and any other property submitted to this Declaration in the future. This Declaration shall run with the title to such property and shall bind anyone having any right, title or interest in any portion of such property, their heirs, successors, successors-in-title and assigns.

Declarant, the Association, and their respective legal representatives, heirs, successors and assigns may enforce this Declaration. This Declaration shall be effective for a minimum of 25 years from the date it is Recorded. After twenty-five (25) years, this Declaration shall be

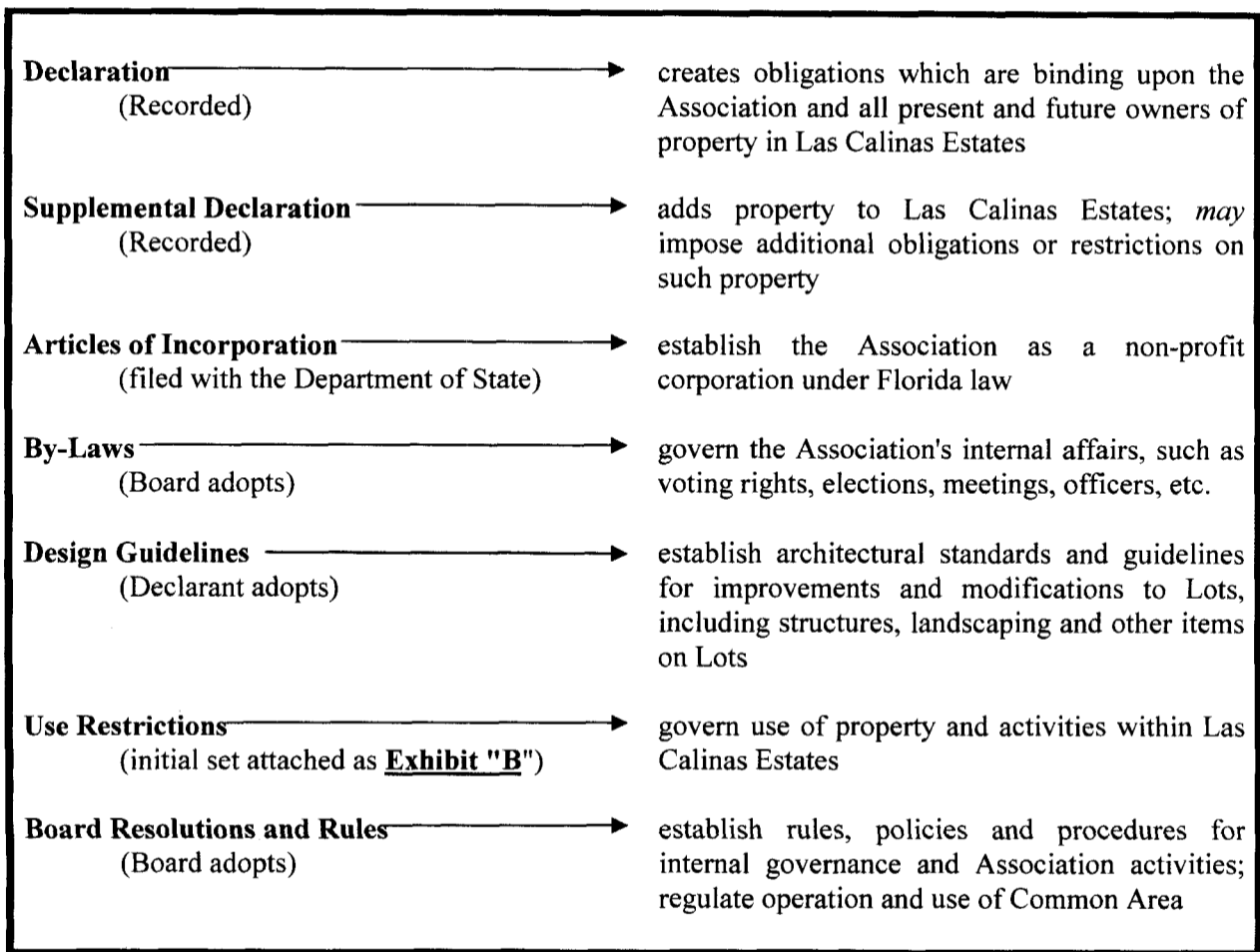
extended automatically for successive ten (10) year periods unless at least seventy-five percent (75%) of the then Owners sign a document stating that the Declaration is terminated and that document is Recorded within the year before any extension. In such case, this Declaration shall expire on the date specified in the termination document.

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

In any event, if any provision of this Declaration would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire ninety (90) years after this Declaration is Recorded. This Section does not permit termination of any easement created in this Declaration without the consent of the holder of such easement.

1.3. Governing Documents.

The Governing Documents create a general development plan for Las Calinas Estates. The following diagram identifies and summarizes the Governing Documents, each as they may be amended:



Additional restrictions or provisions which are more restrictive than the provisions of this Declaration may be imposed on any portion of Las Calinas Estates, in which case, the more restrictive provisions will be controlling. However, no Person shall Record any additional covenants, conditions or restrictions affecting any portion of Las Calinas Estates without Declarant's written consent, so long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**. Thereafter, Owners representing at least seventy-five percent (75%) of the Association's total Class "A" votes must consent. Any instrument Recorded without the required consent is void and of no force and effect.

If there are conflicts between Florida Law, the Declaration, the Articles and the By-Laws, then Florida law, the Declaration, the Articles and the By-Laws (in that order) shall prevail.

The Governing Documents apply to all Owners and any occupants of a Lot. They also apply to tenants, guests, visitors and invitees. All leases must require that tenants and all occupants of the leased Lot are bound by and obligated to comply with the Governing Documents; provided, the Governing Documents shall apply regardless of whether specifically set forth in the lease.

If any court determines that any provision of this Declaration is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or other applications of the provision.

Diagrams in the Governing Documents illustrate concepts and assist the reader. The diagrams are for illustrative purposes only. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

1.4. Relationship with Las Calinas Amenity Club Association, Inc.

The Declaration of Covenants Conditions and Restrictions for Las Calinas Amenities is recorded in Official Records Book 2634, Page 1142 of the Public Records of St. Johns County, Florida, as amended by Amendment recorded in Official Records Book 3274, Page 1748 of the Public Records of St. Johns County, Florida (the "Amenity Declaration"). Pursuant to the Amenity Declaration, Las Calinas Amenity Club Association, Inc., a Florida not-for-profit corporation (the "Amenity Club") is responsible for performance of the terms and conditions of the Amenity Declaration, owns and operates all of the Common Area defined in the Amenity Declaration for the benefit of the Owners of the Las Calinas Property (as defined in and subject to the Amenity Declaration), and for the benefit of the members of the Amenity Club. Pursuant to the Amenity Declaration, all Owners of Lots (as that term is defined below) in Las Calinas Estates Homeowners Association, Inc. ("Association") are members of the Amenity Club, as well as other persons owning lots in the Las Calinas Property. All members are subject to payment of (i) annual assessments or charges, and (ii) initial and special assessments for capital improvements to the Amenity Club in addition to the membership assessments provided in Article VIII, below. Membership in the Amenity Club is appurtenant to and not separable from ownership of any Lot in Las Calinas Estates pursuant to the provisions in the Amenity Declaration. Assessments paid to the Amenity Club are used for management, operation, maintenance, repair, rebuilding or expansion of jointly used facilities and amenities located

within the Common Area (as defined in and subject to the Amenity Declaration). A one-time capital contribution assessment of \$400.00 is due to the Amenity Club upon the closing on a Lot pursuant to Section 4 of the Amenity Declaration, as amended.

Article II Concepts and Definitions

The terms used in the Governing Documents are given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms are defined as follows:

"Affiliate": Any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Articles": The Articles of Incorporation of Las Calinas Estates Homeowners Association Inc. filed with Florida's Department of State, as they may be amended.

"Association": Las Calinas Estates Homeowners Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

"Benefited Assessment": Assessments charged against a particular Lot or particular Lots for Association expenses as described in Section 8.5.

"Board of Directors" or "Board": The body responsible for the general governance and administration of the Association, selected as provided in the By-Laws.

"Builder": Anyone acquiring Lots for the purpose of constructing homes for later sale to consumers, or who purchases land within the Community for further subdivision, development and/or resale in the ordinary course of its business.

"By-Laws": The By-Laws of Las Calinas Estates Homeowners Association, Inc., as they may be amended. A copy of the initial By-Laws is attached to this Declaration as **Exhibit "C"**.

"Class "B" Control Period": The time period during which the Class "B" Member may appoint a majority of the Board members. The Class "B" Control Period ends when any one of the following occurs:

(a) Three months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members; or

(b) Such other percentage of the Lots have been conveyed to Members as determined by the Class "B" Member in its discretion.

"Common Area": All real and personal property, including easements, which the Association owns, leases or otherwise has a right to possess or use for the common use and enjoyment of the Owners. Common Area includes the Limited Common Area, as defined below.

"Common Expenses": The actual and estimated expenses the Association incurs, or expects to incur, for the general benefit of all Owners. Common Expenses include any reserves the Board finds necessary or appropriate.

"Common Maintenance Areas": The Common Area, together with any other area for which the Association has or assumes maintenance or other responsibility.

"Community" or "Las Calinas Estates": The real property described in Exhibit "A", together with such additional property as is subjected to this Declaration in accordance with Article IX.

"Community-Wide Standard": The standard of conduct, maintenance or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Design Guidelines, Use Restrictions and Board resolutions, whichever is the highest standard. Declarant initially shall establish such standard. The Community-Wide Standard may contain objective elements, such as specific lawn or house maintenance requirements, and subjective elements, such as matters subject to the Board's or the DRB's discretion. The Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as Las Calinas Estates changes.

"Declarant": Taylor Morrison of Florida, Inc., a Florida corporation, or any successor or assign as developer of all or any portion of Las Calinas Estates who is designated as Declarant in a Recorded instrument the immediately preceding Declarant executes. On all matters, Declarant may act through its designated Affiliates.

"Design Guidelines": The Community's architectural, design and construction guidelines and review procedures adopted pursuant to Article IV.

"Design Review Board" or "DRB": The committee established to review plans and specifications for the construction or modification of improvements and to administer and enforce the architectural controls described in Article IV.

"Development Order": Resolution No. 2005-232, adopting the Marshall Creek Development of Regional Impact Development Order of St. Johns County, Florida, pursuant to Chapter 380, Florida Statutes, on an Application for Development Approval Filed by Hines Interests Limited Partnership on an Application for Development of Regional Impact, as may be amended from time to time.

"Limited Common Area": A portion of the Common Area primarily benefiting one or more, but less than all, Owners, as more particularly described in Article XII.

"Lot": A portion of the Community, whether improved or unimproved, which may be independently owned and conveyed. The term shall refer to the land, if any, which is part of the

Lot as well as any improvements on the Lot. The term shall not apply to the Common Area. The boundaries of each Lot shall be shown, described or referenced on a Plat, Recorded survey, restrictive covenants or deed.

A parcel shall be deemed to be a single Lot until such time as a Plat subdivides all or a portion of the parcel or otherwise creates, designates or describes Lots within a parcel. After a Plat is Recorded, the parcel shall contain the number of Lots shown, created, designated or described on the Plat.

"Master Plan": The Las Calinas Planned Unit Development Master Development Plan for Las Calinas Estates approved by St. Johns County, Florida, as it may be amended, which includes all of the property described in **Exhibit "A"**. Declarant is not obligated to submit property shown on the Master Plan to this Declaration. In addition, Declarant may submit property to this Declaration which is not shown on the Master Plan. The Master Plan is subject to change, in Declarant's discretion, without notice or consent except as may be required by law.

"Member": Each Lot Owner, as described in Section 6.2. There are two membership classes, Class "A" and Class "B."

"Mortgage": A mortgage, a deed of trust, a deed to secure debt or any other form of security instrument affecting title to any Lot. The term "Mortgagee" shall refer to a beneficiary or holder of a Mortgage.

"Owner": The title holder to any Lot, but excluding, in all cases, anyone holding an interest merely as security for the performance of an obligation (e.g., a Mortgagee). If a Lot is sold under a Recorded contract of sale, and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

"Person": An individual, a corporation, a partnership, a trustee or any other legal entity.

"Plat": Any Recorded land survey plat for all or any portion of Las Calinas Estates.

"PUD": The Las Calinas Planned Unit Development zoning district, adopted by St. Johns County, Florida Ordinance 2005-109, as may be amended from time to time, approving a Planned Unit Development for 425 single-family lots on the Property described in **Exhibit "A"**.

"Record," "Recording," or "Recorded": To file, the filing of or filed of record a legal instrument in the Public Records of St. Johns County, Florida or such other place designated as the official St. Johns County location for recording documents affecting title to real estate.

"Regular Assessment": Annual assessments levied to fund Common Expenses for the general benefit of all Lots, as determined in accordance with Section 8.1.

"Special Assessment": Assessments charged against all Owners in accordance with Section 8.3.

"Supplemental Declaration": A Recorded instrument which subjects additional property to this Declaration, identifies Common Area and Limited Common Area, and/or imposes additional restrictions and obligations on the land described.

"Surface Water or Stormwater Management System": 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, as permitted pursuant to chapters 40c-4, 40C-40, or 40-C-42, Florida Administrative Code.

"Use Restrictions": The initial use restrictions, rules, and regulations governing the use of and activities on the Lots and the Common Areas set forth in **Exhibit "B"**, as they may be changed in accordance with Article III or otherwise amended.

PART TWO: CREATION AND MAINTENANCE OF COMMUNITY STANDARDS

The standards for use and conduct, maintenance and architecture at Las Calinas Estates are what give the Community its identity and make it a place that people want to call "home." This Declaration establishes procedures for adopting, modifying, applying and enforcing such standards while providing the flexibility for community standards to evolve as the Community changes and grows.

Article III Use and Conduct

3.1. Restrictions on Use, Occupancy and Alienation.

The restrictions set forth in this Section may be amended only in accordance with Article XIX.

(a) **Residential and Related Uses.** Lots shall be used primarily for residential and related purposes. No business shall be conducted in, on, or from any Lot, except that an Owner or another resident of the Lot may conduct business activities on such Lot if the business activity:

(i) is not apparent or detectable by sight, sound or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Lot by clients, customers, suppliers or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined in the Board's sole discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

This Section shall not apply to restrict Declarant's activities, nor shall it restrict the activities of Persons Declarant approves with respect to the development and sale of property in the Community. This Section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities.

Leasing a residence is not a "business" within the meaning of this subsection.

(b) Leasing. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service or gratuity. The principal dwelling on the Lot may be leased only in its entirety (*e.g.*, separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased.

All leases shall be in writing except: (i) with the Board's prior written consent, or (ii) as Declarant authorizes in a Supplemental Declaration. In accordance with the procedures set out in Section 3.4, the Board may impose minimum lease terms of up to 12 months. Restrictions on lease terms shall not apply to Lots Declarant or its Affiliates own.

Within ten days of a lease being signed, an Owner shall notify the Board or the Association's managing agent of the lease and provide any additional information the Board may reasonably require. The Owner must give the tenant copies of the Governing Documents. In addition to this sub-section (b), the Board may adopt reasonable Use Restrictions and rules regulating leasing and subleasing.

(c) Maximum Occupancy. No more than two Persons per bedroom may occupy the same dwelling on or in a Lot on a regular and consistent basis (as the Board determines).

(d) Occupants Bound. Every Owner shall cause anyone occupying or visiting his or her Lot to comply with the Governing Documents and shall be responsible for all violations and Losses they cause to the Common Maintenance Areas, notwithstanding the fact that such Persons also are responsible for complying and may be sanctioned for any violation.

(e) Subdivision of a Lot. Lots may not be subdivided or their boundary lines changed except with the Board's prior written approval; provided, Declarant may subdivide, change the boundary line of, and replat any Lot it owns.

3.2. Framework for Regulation.

As part of the general plan of development, the Governing Documents establish a framework of covenants, easements and restrictions which govern the Community. This includes the initial Use Restrictions set forth in **Exhibit "B"**. Within that framework, the Board and the Members must be able to respond to unforeseen problems and changes affecting the Community. This Article establishes procedures for modifying and expanding the Use Restrictions to respond to such changes.

The procedures described in this Article are not intended to apply to reasonable rules and regulations relating to use and operation of the Common Area, which the Board may adopt by resolution, or other administrative rules, unless the Board chooses, in its discretion, to submit to such procedures. In addition, the Board shall have discretion, without the necessity of complying with the procedures set forth in this Article, to enact such rules and regulations as are necessary or appropriate to comply with the Development Order, PUD and any other governmental or quasi-governmental order, permit or approval applicable to the Community.

3.3. Owners' Acknowledgment and Notice to Purchasers.

Each Owner, by accepting a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot is limited and affected by the Use Restrictions and Board rules, which may change from time to time. All Lot purchasers are on notice that the Association may have adopted changes to the Use Restrictions and that such changes may not be set forth in a Recorded document. Copies of the current Use Restrictions and Board rules may be obtained from the Association.

3.4. Rule Making Authority.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may change (*i.e.*, modify, cancel, limit, create exceptions to or add to) the Use Restrictions. The Board shall send the Owners notice of any proposed change at least seven business days before the Board meeting to consider the change. The Owners shall have a reasonable opportunity to be heard at such Board meeting.

The proposed change shall be approved unless disapproved by Owners representing a majority of the Association's Class "A" votes, and by the Class "B" Member, if any. The Board is not obligated to call a meeting of the Owners to consider disapproval unless it receives a petition which meets the By-Law's requirements for special meetings. If the Board receives such a petition before the change's effective date, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting.

(b) Before any Use Restriction change becomes effective, the Board shall send a copy of the new or changed Use Restriction to each Owner. The change does not become effective until 30 days following distribution to the Owners. The Association shall provide to any requesting Member or Mortgagee, without cost, a copy of the Use Restrictions then in effect.

(c) At least once every three years after the Class "B" Control Period ends, the Board shall present the then current Use Restrictions to the Owners for review and advice as to continued viability or necessity within the Community.

(d) No action taken under this Article shall have the effect of modifying, repealing or expanding the Design Guidelines or any provision of this Declaration other than the initial Use Restrictions. In the event of a conflict between the Design Guidelines and the Use Restrictions, the Design Guidelines shall control. In the event of a conflict between the Use Restrictions and any provision within this Declaration (exclusive of the Use Restrictions), the Declaration provision shall control.

3.5. Protection of Owners and Others.

Except as may be set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth in **Exhibit "B"**, the Association's actions with respect to Use Restrictions and rules must comply with the following:

(a) Similar Treatment. All Owners are similarly situated and must be treated as such.

(b) Displays. Owners' rights to display religious and holiday signs, symbols and decorations on their Lots of the kinds normally displayed in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to such displays.

The Association shall not regulate the content of political signs; however, it may regulate the time, place, and manner of posting such signs (including design criteria).

(c) Household Composition. The Association shall not interfere with any Owner's freedom to determine the composition of his/her household, except that it may enforce the occupancy limits set out in Section 3.1(c).

(d) Activities Within Lots. The Association shall not interfere with activities within a dwelling, except it may prohibit activities within Lots not normally associated with residential property, and it may restrict or prohibit activities within any Lot that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible outside the Lot, or that are an unreasonable source of annoyance.

(e) Alienation. The Association shall not prohibit leasing or transfer of any Lot, or require the Association's or the Board's consent prior to leasing or transferring a Lot. The Association may require that Owners use Association-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee on the lease or transfer of any Lot. In addition, pursuant to Section 3.1(b), the Board may impose minimum lease terms.

(f) Abridging Existing Rights. The Association may not require an Owner to dispose of personal property that was in or on a Lot in compliance with previous rules. This exemption

shall apply only during the period of such Owner's ownership of the Lot and shall not apply to subsequent Owners who take title to the Lot after adoption of the rule.

(g) Reasonable Rights to Develop. The Association may not impede Declarant's right to develop Las Calinas Estates.

(h) Compliance with Development Order and PUD. The Association may not enact any rule or take any action, including, without limitation, amending the Use Restrictions, which is in violation of, or which prevents actions required to comply with, the terms of the Development Order and PUD.

The limitations in subsections (a) through (f) of this Section shall not apply to amendments to this Declaration adopted in accordance with Article XIX.

Article IV Architecture and Landscaping

4.1. General

Except for work done by or on behalf of Declarant or any Declarant Affiliate, no structure or thing shall be placed, erected or installed upon any Lot, and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations or planting or removal of landscaping) shall take place within Las Calinas Estates, except in compliance with this Article and the Design Guidelines.

Any Owner may remodel, paint or redecorate the interior of any structure on his or her Lot without approval. However, modifications to the interior of screened porches, patios and any other portions of a Lot visible from outside a structure are subject to approval.

Each dwelling shall be designed by and built in accordance with the plans and specifications of a licensed architect acceptable to Declarant, unless Declarant, in its sole discretion, or its designee otherwise approves. The landscaping for each Lot shall be designed and installed in accordance with the plans and specifications of a licensed landscape architect acceptable to Declarant, unless Declarant, in its sole discretion, or its designee otherwise approves. Dwellings shall be constructed by licensed or certified Builders acceptable to Declarant, unless Declarant, in its sole discretion, or its designee otherwise approves.

Approval under this Article and the Design Guidelines is not a substitute for any approvals or reviews required by St. Johns County, the St. Johns River Water Management District or any other municipality or governmental agency or entity having jurisdiction over architectural or construction matters.

This Article does not apply to Declarant's activities or to the Association's activities during the Class "B" Control Period.

4.2. Architectural Review.

(a) By Declarant. Declarant shall have exclusive authority to administer and enforce architectural controls and to review and act upon all applications for architectural and other improvements within the Community. Declarant's rights under this Article IV shall continue for as long as Declarant or any Declarant Affiliate owns any portion of the Community or has a unilateral right to annex property, unless Declarant earlier terminates its rights in a Recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the Design Review Board. Any such delegation shall be in writing, shall specify the delegated responsibilities and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

(b) Design Review Board. Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the DRB, shall assume jurisdiction over architectural matters. When appointed, the DRB shall consist of at least three, but not more than seven, persons. Members of the DRB need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, who may be compensated in such manner and amount, if any, as the Board may establish. The DRB members shall be designated, shall serve and may be removed and replaced in the Board's discretion.

The Board may create and appoint subcommittees of the DRB. Subcommittees may be established to preside over particular areas of review (*e.g.*, landscape plans) and shall be governed by procedures the Board or the DRB may establish. Any subcommittee's actions are subject to review and approval by Declarant, for as long as Declarant may review the DRB's decisions, and the DRB. Notwithstanding the above, neither the DRB nor Declarant shall be obligated to review all actions of any subcommittee, and the failure to take action in any instance shall not be a waiver of the right to act in the future.

Unless and until such time as Declarant delegates any of its reserved rights to the DRB or Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

Declarant and the Association may employ architects, engineers or other Persons to perform the review required under this Article. In addition, a horticulturalist or landscape architect shall be engaged by the entity performing the review under this Article to provide professional assistance in the review of landscape plans for individual Lots.

(c) Reviewer. The entity having jurisdiction in a particular case, whether Declarant or its designee or the DRB, shall be referred to as the "Reviewer."

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Board may include the compensation of such Persons in the Association's annual operating budget.

4.3. Guidelines and Procedures.

(a) Design Guidelines. Declarant shall prepare Design Guidelines for the Community, which shall contain general provisions applicable to all of Las Calinas Estates. Among other things, the Design Guidelines shall restrict the use of specified plant species and require the review and approval of all plant species in accordance with the Development Order. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee an application's approval.

Declarant shall have sole and full authority to amend the Design Guidelines as long as it or any Declarant Affiliate owns any portion of the Community or has a unilateral right to annex property. Declarant's right to amend shall continue even if its reviewing authority is delegated to the DRB, unless Declarant also delegates the power to amend to the DRB. Upon termination or delegation of Declarant's right to amend, the Board may amend the Design Guidelines in accordance with the same procedures for changing Use Restrictions described in Section 3.4.

Amendments to the Design Guidelines shall be prospective only. They shall not require modifications to or removal of structures previously approved once the approved construction or modification has begun. However, any new work on such structures must comply with the Design Guidelines as amended. Subject to the Community-Wide Standard, there is no limit to the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

The Reviewer shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within Las Calinas Estates. In Declarant's discretion, the Design Guidelines may be Recorded, in which event the Recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) Procedures. Unless the Design Guidelines provide otherwise, no construction activities or other activities described in Section 4.1 may begin until a request is submitted to and approved by the Reviewer. The request must be in writing and be accompanied by plans and specifications and other information the Reviewer or the Design Guidelines require. Plans and specifications shall show, as applicable, site layout, structural design, exterior elevations, exterior

materials and colors, landscaping, drainage, exterior lighting, irrigation and other features of proposed construction.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed exterior design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The Reviewer shall have the sole discretion to make final, conclusive and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith and in accordance with the required procedures.

The Reviewer shall make a determination on each application within 45 days after receipt of a completed application and other information it requires. The Reviewer may permit or require that an application be submitted or considered in stages, in which case, a final decision shall not be required until after the final, required submission stage. The Reviewer may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

As long as Declarant or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, the DRB shall notify Declarant in writing within three business days of any action (*i.e.*, approval, partial approval or disapproval) it intends to take under this Article. A copy of the application and any additional information that Declarant may require shall accompany the notice. During such time, Declarant shall have the right, in its sole and absolute discretion, to veto any DRB action; provided, Declarant's right to veto must be exercised within 10 business days after it receives notice of the DRB's action. The party submitting the plans for approval shall not be notified of the DRB's action until after Declarant's right to veto has been exercised or has expired.

The Reviewer shall notify the applicant in writing of a final determination on any application within five days after such determination is made or, with respect to any DRB determination subject to Declarant's veto right, within five days after the earlier of: (i) receipt of notice of Declarant's veto or waiver thereof; or (ii) expiration of the 10-day period for exercise of Declarant's veto. In the case of disapproval, the Reviewer may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

If the Reviewer fails to respond in a timely manner, approval shall be deemed given, subject to Declarant's veto right. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 4.5.

Notice shall be deemed given at the time the envelope containing the response is deposited in U.S. mail. Personal or electronic delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

As part of any approval, the Reviewer may require that construction in accordance with approved plans commence within a specified time period. If construction does not commence within the required period, the approval shall expire and the Owner must reapply for approval before commencing any activities. Once commenced, construction must be diligently pursued to completion. All construction work shall be completed within one year of commencement unless otherwise specified in the notice of approval or the Design Guidelines, or unless the Reviewer, in its discretion, grants an extension in writing. If approved work is not completed within the required time, it shall be in violation of this Article and shall be subject to enforcement action by the Association or Declarant.

Declarant or the Board, with Declarant's consent, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. For example, Builders may be permitted to submit and receive pre-approval of landscaping or other plans for general application. Such pre-approved plans shall not require resubmission prior to use on a particular Lot.

4.4. No Waiver of Future Approvals.

Each Owner acknowledges that the people reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features until work is completed, at which time, it may or may not be unreasonable to require that such objectionable features be changed. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval of similar applications, plans or other matters subsequently or additionally submitted for approval.

4.5. Variances.

The Reviewer may authorize variances from compliance with the Design Guidelines and any procedures when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. No variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires Declarant's written consent for so long as Declarant or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, and, thereafter, requires the Board's written consent.

4.6. Limitation of Liability.

This Article establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of Las Calinas Estates. The standards and procedures do not create any duty to any Person. Review and approval of any application pursuant to this Article may be based on purely aesthetic considerations. The Reviewer is not responsible for the

structural integrity or soundness of approved construction or modifications, for compliance with building codes and other governmental requirements, or for ensuring that every dwelling is of comparable quality, value, or size, of similar design, or aesthetically pleasing or otherwise acceptable to other Owners.

Declarant, Declarant's Affiliates, the Association, its officers, the Board, the DRB, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of or failure to approve or disapprove any plans; soil conditions, drainage, or other general site work; any defects in plans revised or approved hereunder; any Loss or damage arising out of the action, inaction, integrity, financial condition or quality of work of any contractor or its subcontractors, employees or agents, whether or not Declarant has approved or featured such contractor as a Builder in the Community; or any injury, damages or Loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot. In all matters, the Association shall defend and indemnify the Board, the DRB, the members of each and the Association officers as provided in Section 7.6.

4.7. Certificate of Compliance.

Any Owner may request in writing that the Reviewer issue a certificate of architectural compliance certifying that there are no known violations of this Article or the Design Guidelines. The Association shall either grant or deny such written request within 30 days after receipt and may charge a reasonable administrative fee. The issuance of a certificate of architectural compliance shall prevent the Association from taking enforcement action against an Owner for any condition known to the Association on the date of the certificate.

4.8. Enforcement.

Any construction, alteration or other work done in violation of this Article or the Design Guidelines is subject to enforcement action. Upon written request from the Association or Declarant, an Owner shall, at his/her own cost and expense, and within a reasonable time frame identified in the request, cure the violation or restore the Lot to substantially the same condition as existed before the violation occurred. Should an Owner fail to cure the problem or otherwise restore the property as required, the Association, Declarant, or their designees shall have the right to enter the property, remove the violation and restore the property. All costs, together with interest at the rate the Board establishes (not to exceed the maximum rate then allowed by law), may be assessed against the benefited Lot and collected as a Benefited Assessment.

Any approvals granted under this Article are conditioned upon completion of all elements of the approved work, unless approval to modify any application has been obtained. In the event that any Person fails to commence and diligently pursue to completion all approved work by the deadline imposed, Declarant or the Association may, after notifying the Owner and allowing an opportunity to be heard in accordance with the By-Laws, enter upon the Lot and remove or complete any incomplete work and assess all costs incurred against the Lot and its Owner as a Benefited Assessment.

Any act of any contractor, subcontractor, agent, employee or invitee of an Owner shall be deemed as an act done by or on behalf of such Owner. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of this Article and the Design Guidelines may be excluded from the Community, subject to the notice and hearing procedures contained in the By-Laws. Declarant, Declarant's Affiliates, the Association, and their respective officers and directors, shall not be held liable to any Person for exercising the rights granted by this paragraph.

The Association shall be primarily responsible for enforcing this Article. If, however, in Declarant's discretion, the Association fails to take appropriate enforcement action within a reasonable time period, Declarant, for so long as it or any Declarant Affiliate owns any portion of the Community or has the unilateral right to annex property, may, but shall not be obligated to, exercise the enforcement rights set forth above. In such event, Declarant may assess and collect Benefited Assessments against the violating Owner and assert the Association's lien rights pursuant to Article VIII. The Association hereby assigns to Declarant such rights and authority, including the right to all funds collected, and no further assignments shall be required.

In addition to the foregoing, the Association and Declarant shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Article and the Reviewer's decisions. If the Association or Declarant prevail, they shall be entitled to recover all costs including, without limitation, attorneys' fees and court costs, reasonably incurred in such action. The alternative dispute resolution provisions set out in Article XIV shall not apply to actions by Declarant or the Association to enforce the provisions of this Article or the Reviewer's decisions.

Article V Maintenance and Repair

5.1. Maintenance of Lots.

Each Owner must maintain his or her Lot, including all structures, landscaping and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard and any other applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association under any Supplemental Declaration or additional covenants applicable to such Lot.

Each Owner must maintain the sidewalk and landscaping located in the public right-of-way adjacent to his or her Lot unless the Association is assigned or assumes all or part of such maintenance responsibility or it is assigned to or assumed by the Association pursuant to a Supplemental Declaration.

5.2. Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement as necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Lot, less a reasonable deductible, unless the Association carries such insurance (which it may, but is not obligated to do). If the Association assumes responsibility for insuring a Lot, the insurance premiums shall be levied as a Benefited Assessment against the benefited Lot and the Owner.

Within three months of any damage to or destruction of a structure on a Lot, the Owner shall repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications approved in accordance with Article IV; provided, under special circumstances, the Board, in its discretion, may extend such time period. Alternatively, the Owner shall clear the Lot and maintain it in a neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs insurance proceeds do not cover.

PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION

This Declaration establishes the Association as a way for each Owner to participate in the governance and administration of Las Calinas Estates. While the Board of Directors has responsibility for the Association's day-to-day management and operation, some decisions are considered of such importance that they are reserved for the Association's membership -- the Lot Owners.

Article VI The Association and its Members

6.1. Function of Association.

The Association is the entity responsible for management, maintenance, operation and control of the Common Maintenance Areas, including the Stormwater Management System. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management for the Association and, as the Governing Documents permit, may contract with a property manager for such purposes. The Board is appointed or elected as provided in the By-Laws.

6.2. Membership.

Every Owner is a Member of the Association; provided, there is only one membership per Lot. If a Lot is owned by more than one Person, each co-Owner shares the privileges of the membership, subject to reasonable Board regulation and the voting restrictions described in Section 6.3 and in the By-Laws. Co-Owners are jointly and severally obligated to perform the responsibilities of an Owner. The membership rights of an Owner which is not an individual (e.g., a corporation) may be exercised by any officer, director, partner or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association's Secretary.

6.3. Voting.

The Association shall have two classes of membership, Class "A" and Class "B."

(a) Class "A". Class "A" Members are all Owners except the Class "B" Member and, during the period of Class "B" membership, any Declarant Affiliate. Class "A" Members have one equal vote for each Lot they own, except that there is only one vote per Lot. No vote shall be exercised for any property which is exempt from assessment under Section 8.10.

(b) Class "B". The sole Class "B" Member shall be Declarant. The Class "B" Member shall not vote, but may appoint a majority of the Board members during the Class "B" Control Period, as specified in the By-Laws, and may exercise the additional rights specified throughout the Governing Documents.

The Class "B" membership terminates upon the earlier of:

(i) Three months after 90 percent of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Members; or

(ii) Such other percentage of Lots have been conveyed to Members as determined by the Class "B" Member in its discretion.

(c) Upon termination of the Class "B" membership, Declarant and Declarant Affiliates shall be Class "A" Members entitled to one Class "A" vote for each Lot they own.

Article VII Association Powers and Responsibilities

7.1. Acceptance and Control of Association Property.

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) Declarant or its designees may transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the property described in Exhibit "A". Upon Declarant's written request, the Association shall transfer back to Declarant any unimproved real property originally conveyed to the Association for no payment, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

(c) The Association is responsible for management, operation and control of the Common Area, subject to any covenants, easements or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may adopt such reasonable rules regulating use of the Common Area as it deems appropriate. The Association may enter into a property management agreement with any Person, including Declarant or any Declarant Affiliate.

7.2. Maintenance of Common Maintenance Areas.

The Association shall maintain the Common Maintenance Areas in accordance with the Community-Wide Standard. The Common Maintenance Areas shall include, but are not limited to:

- (a) the Common Area, including landscaping, structures and other improvements;
- (b) landscaping within public rights-of-way within or abutting Las Calinas Estates;
- (c) such portions of any additional property as may be dictated by Declarant, this Declaration, any Supplemental Declaration, any Plat or any contract, covenant or agreement for maintenance entered into by, or for the benefit of, the Association; and
- (d) the Stormwater Management System including, all ponds, streams and/or wetlands located within Las Calinas Estates which serve as part of the Community's stormwater drainage system, including associated improvements and equipment, but not including any such areas maintained by a community development district. The Association shall be responsible for maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) 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. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

Without limiting the generality of the foregoing, the Association shall assume all of Declarant's (and Declarant's Affiliates') responsibilities to the St. Johns River Water Management District, St. Johns County and its governmental or quasi-governmental subdivisions, any state and federal agencies, and similar entities of any kind with respect to the Common Area and the Stormwater Management System, and shall indemnify and hold Declarant and its Affiliates harmless with respect to such assumed responsibilities.

The Association may maintain other property which it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the property owner consents.

The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Maintenance Areas in continuous operation, except for any periods necessary, as determined by the Board, to perform required maintenance or repairs, unless Owners representing seventy-five percent (75%) of the Class "A" votes in the Association agree in writing to discontinue such operation; provided, if the property is Limited Common Area, at least seventy-five percent (75%) of the Owners to which such Limited Common Area is assigned (or such higher percentage as

may be set out in a Supplemental Declaration) also must agree in writing. Notwithstanding the above, the Common Maintenance Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval as long as Declarant or any Declarant Affiliate owns any property described in Exhibit "A" to this Declaration.

The costs associated with maintenance, repair and replacement of the Common Maintenance Areas shall be a Common Expense. However, the Association may seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Common Maintenance Areas pursuant to this Declaration, a Supplemental Declaration or other Recorded covenants or agreements.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Maintenance Areas, Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials.

7.3. Insurance.

(a) Required Coverages. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical Loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within other portions of the Common Maintenance Areas to the extent that the Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All Association property insurance policies shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Common Maintenance Areas, insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least \$2,000,000.00 per occurrence and in the aggregate with respect to bodily injury, personal injury and property damage;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage; and

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment, but not less than an amount equal to one-quarter of the annual Regular

Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

Premiums for Common Maintenance Area insurance shall be a Common Expense. In the exercise of its business judgment, the Board may obtain additional insurance coverage and higher limits.

(b) Policy Requirements. The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the St. Johns County area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured Loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the Loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or tenants, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Benefited Assessment.

To the extent available upon reasonable cost and terms, all insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in Florida which satisfies the requirements of the Federal National Mortgage Association ("FNMA"), or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members;

(iii) not be brought into contribution with insurance purchased by individual Owners, their Mortgagees, or any occupants of a Lot;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(viii) include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds and provide:

(i) a waiver of subrogation as to any claims against Declarant, Declarant's Affiliates, the Association, or their respective directors, officers, employees and agents, or the Owners and their tenants, servants, agents and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust Losses; provided, no Mortgagee having an interest in such Losses may be prohibited from participating in the settlement negotiations, if any, related to the Loss.

(c) Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to maintain and/or insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Owners representing at least one hundred percent (100 %) of the total Class "A" votes in the Association and the Class "B" Member, if any, decide within sixty (60) days after the Loss not to repair or reconstruct. If the damage is to Limited Common Area, repairs shall be made unless at least seventy-five (75%) of the Owners to which such Limited Common Area is assigned (or such higher percentage as may be set forth in a Supplemental Declaration) vote not to repair or reconstruct and the Class "B" Member, if any, consents. If either the insurance proceeds or estimates of the Loss, or both, are not available to the Association within such 60-day period,

then the period may be extended until such funds or information are available. No Mortgagees shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The Association shall retain in a reserve fund for capital items any insurance proceeds remaining after paying the costs of repair or reconstruction, or after an agreed-upon settlement, for the benefit of the Members, as appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the applicable insurance coverage premiums.

7.4. Compliance and Enforcement.

(a) The Board may impose sanctions for Governing Document violations, which sanctions include those listed below and any others described elsewhere in the Governing Documents. The Board may establish a range of penalties for different violations, with violations of the Declaration, unsafe conduct and harassment or intentionally malicious conduct treated more severely than other violations. The following sanctions require prior notice and an opportunity for a hearing in accordance with the By-Laws:

(i) imposing reasonable monetary fines, not to exceed the limit established for individual violations under Florida law (or per day limitations in the case of a continuing violation), which shall constitute a lien upon the violator's Lot (fines may be imposed within a graduated range). There is no limit on the aggregate amount of any fine for a continuing violation;

(ii) suspending an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Regular Assessment);

(iii) suspending any Person's right to use Common Area amenities (except that no notice or hearing is required if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed the Association); provided, nothing shall authorize the Board to impair an Owner or occupant's access to his or her Lot;

(iv) suspending any services the Association provides (except that no notice or hearing is required if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association);

(v) exercising self-help or taking action to abate any violation of the Governing Documents occurring on a Lot in a non-emergency situation (including removing personal property that violates the Governing Documents); and

(vi) levying Benefited Assessments to cover costs the Association incurs to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement actions to ensure compliance with the Governing Documents without the necessity of complying with the procedures set forth in the By-Laws:

(i) exercising self-help or taking action to abate a violation on a Lot in an emergency situation (including, without limitation, towing vehicles that are in violation of parking rules and regulations);

(ii) exercising self-help or taking action to abate a violation on the Common Area under any circumstances (including, without limitation, issuing citations for traffic violations); or

(iii) bringing suit at law for monetary damages or in equity to stop or prevent any violation, or both.

In addition to any other enforcement rights, if an Owner fails to perform his or her maintenance responsibility properly, in the Association's sole opinion, the Association may Record a notice of violation or perform the required maintenance and assess its costs against the Lot and the Owner as a Benefited Assessment. Except in an emergency situation, the Association shall provide the Owner with notice deemed reasonable by the Association and an opportunity to cure the problem prior to taking such enforcement action.

The above sanctions shall not apply to Declarant or any Declarant Affiliate or to any Lot owned by Declarant or any of its Affiliates. All sanctions and remedies set forth in the Governing Documents are in addition to any remedies available at law or in equity. In any action to enforce the Governing Documents, the prevailing party may recover all of its costs incurred in the action, including, without limitation, court costs and reasonable attorneys' fees.

(b) The decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(i) the Association's position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(iii) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(iv) it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

By contract or other agreement, the Association may enforce applicable city and county ordinances. In addition, St. Johns County may enforce its ordinances within Las Calinas Estates.

7.5. Implied Rights; Board Authority.

The Association may exercise any right or privilege given to it expressly or by reasonable implication by the Governing Documents, and may take action reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, the Board may exercise all of the Association's rights and powers without a vote of the membership.

The Board may institute, defend, settle or intervene on the Association's behalf in mediation, binding or non-binding arbitration, litigation or administrative proceedings in matters pertaining to the Common Maintenance Areas, enforcement of the Governing Documents, or any other civil claim or action. However, the Board has no legal duty to institute litigation on behalf of or in the name of the Association or the Members.

In exercising the Association's rights and powers, making decisions on the Association's behalf, including, without limitation, deciding whether to file a lawsuit under any circumstances, and conducting the Association's affairs, Board members and the Association's officers are subject to, and their actions shall be judged in accordance with, the standards set forth in the By-Laws.

7.6. Indemnification of Officers, Directors and Others.

The officers, directors and committee members, acting in such capacity, shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and directors shall have no personal liability for any contract or other commitment made or action taken in good faith on the Association's behalf.

Subject to Florida law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member, except that such

obligation to indemnify shall be limited to those actions for which the indemnitee's personal liability is limited under this Section.

This right to indemnification shall not be exclusive of any other rights which any present or former officer, director or committee member may have. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7. Provision of Services, Activities and Programs.

The Association may provide, or provide for, services, activities and programs (collectively, "services") for all or any of the Members and their Lots, and may enter into contracts or agreements with other entities, including Declarant or its Affiliates, to provide such services. The Board may charge use or service fees for any such services, or may include the costs, including the cost of personnel employed to facilitate or administer such services, in the Association's budget as a Common Expense and assess it as part of the Regular Assessment, if provided to all Lots. If provided to less than all Lots, the Association may assess such costs as a Benefited Assessment, as applicable.

By way of example, such services might include, without limitation, landscape maintenance; pest control service; cable television service; telephone; internet access; security monitoring; caretaker; transportation; fire protection; utilities; trash collection and recycling; recreational and social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed to further a sense of community among Owners, residents and occupants within Las Calinas Estates.

Nothing in this Section shall be construed as a representation by Declarant or the Association as to what, if any, services shall be provided. In addition, subject to the contract terms, the Board may modify or cancel existing contracts for services, activities, or programs in its discretion, unless the services are otherwise required by the Governing Documents. Non-use of services provided to all Owners or Lots as a Common Expense shall not exempt any Owner from the obligation to pay assessments for such services.

7.8. Relationships with Other Properties.

The Association may enter into contractual agreements or covenants to share costs with neighboring properties to contribute funds for, among other things, shared or mutually beneficial property or services and/or a higher level of Common Area maintenance, including but not limited to such covenants and obligations referenced in Section 1.4 above.

7.9. Facilities and Services Open to the Public.

Certain of the Common Maintenance Areas, including facilities, may be open for public use and enjoyment. Such facilities and areas may include, for example: greenbelts, bike and pedestrian trails and paths, parks, areas conducive to gathering and interaction, roads, sidewalks and medians. During Class "B" Control Period, Declarant may designate such facilities and areas

as open to the public. Thereafter, except for Limited Common Areas, the Board, with the consent of Owners representing a majority of the Association's Class "A" votes, may designate facilities and areas as open for public use. In addition, certain areas within the Community are required by the Development Order to be open for public use. Public use of such areas shall not be terminated except as permitted under, and in accordance with, the Development Order and the PUD.

7.10. Relationship with Governmental and Tax-Exempt Organizations.

The Association may enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Common Area to, state or local governments, public utility providers and non-profit, tax-exempt organizations for the benefit of the Community, the Association and the Members. The Association may contribute money, real property (including Common Area), personal property or services to any such entity. Any such contribution shall be a Common Expense and included as a line item in the Association's annual budget.

For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code ("Code"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time.

7.11. Right To Designate Sites for Governmental and Public Interests.

For so long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**, Declarant may, but is not obligated to, designate sites within the Community for government, education or religious activities and interests, including without limitation, fire, police and utility facilities, schools and educational facilities, houses of worship, parks, and other public facilities. The sites may include Common Area, in which case the Association shall take whatever action is required to permit such use, including dedication or conveyance of the site, if so directed by Declarant.

7.12. Use of Technology.

In recognition of the opportunities offered through computers and continuing advancements in the high technology fields, the Association may, as a Common Expense, provide for or offer services, which make use of computers and other technological opportunities. For example, to the extent Florida law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send required notices by electronic means; hold Board or Association meetings and permit attendance and voting by electronic means; send and collect assessment and other invoices over the computer; sponsor a community cable television channel; create and maintain a community intranet or Internet home page offering interactive participation opportunities for users; maintain an "online" newsletter or bulletin board; and provide funding for any of the above purposes.

7.13. Compliance with the Development Order and PUD.


The Association shall be responsible for complying with all applicable requirements of the Development Order and PUD; provided, to the extent the Development Order or PUD requires, Declarant shall fulfill the Association's obligations in this regard until termination of the Class "B" Control Period. Among other things, the Development Order and PUD assign to Declarant and the Association various responsibilities concerning preservation, management and maintenance of the Community's common open space and natural areas and the protection of the Community's existing environment and various indigenous plant and animal species. The Association shall be authorized to perform such responsibilities, whether directly assigned under the Development Order or the PUD, or delegated or assigned to the Association by Declarant, in the manner required under the Development Order or the PUD and as deemed appropriate in the Board's discretion. The costs incurred by the Association in carrying out its responsibilities under the Development Order and the PUD shall be assessed against all Owners as a Common Expense in accordance with Article VIII.

This Section may be amended only as permitted under, and in accordance with, the terms of the Development Order, the PUD and/or with St. Johns County's approval.

Article VIII Association Finances


8.1. Budgeting and Allocating Common Expenses.

Association Funds



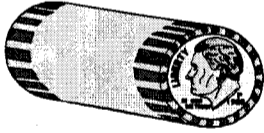
General Operating Fund
Reserve Fund for Repair, Replacement or Improvement of Capital Items

Primary Sources of Income



Regular Assessments
Neighborhood Assessments
Special Assessments
Declarant Subsidy (if any)

Secondary Sources of Income



Facilities Rental
Monetary Penalties
Benefited Assessments
Interest on Reserves and Delinquent Assessments
Late Charges

The Association is authorized to levy Regular Assessments against all Lots subject to assessment under Section 8.5 to fund the Common Expenses. Such assessments shall be assessed against all Lots equally. Provided however, the Regular Assessments against any Lot owned by Declarant may be fixed annually by the Board in an amount not less than twenty-five percent (25%) of the amount of the Regular Assessment against Lots owned by Class A

Members then in effect in recognition of the different level of services received by the applicable members.

While the Declarant is in control of the Association, it may be excused from payment of its share of the Common Expenses and Assessments related to Lots it owns for any period of time for which the Declarant has, in the Declaration, obligated itself to pay any operating expenses incurred that exceed the assessments receivable from other Members and other income of the Association pursuant to Section 8.7(b) below.

Before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.2. The budget shall separately reflect all fees for recreational amenities and shall reflect the sources and estimated amounts of funds to cover such expenses, including any prior year's surplus or deficit, any non-assessment income, and anticipated assessment income.

The Common Expenses shall include, without limitation, costs associated with the maintenance and repair of the Stormwater Management System, as required under this Declaration.

In determining the Regular Assessment, the Board may consider any assessment income expected to be generated from any property reasonably anticipated to become subject to assessment during the fiscal year.

The Board shall send a copy of the final budget and notice of the amount of the Regular Assessment to each Owner at least thirty (30) days before the fiscal year begins. The budget shall not be subject to Owner approval and there shall be no obligation to call an Owners' meeting to consider the budget.

Declarant may, but shall not be obligated to, reduce the Regular Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.7(b)) which may be either a contribution, an advance against future assessments due from Declarant, or a loan, in Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Association and Declarant.

If any proposed budget is disapproved under Section 8.9, or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Regular Assessment from time to time during the year, subject to Section 8.9 and the notice requirements set forth above and in Florida law.

The Board shall compute the assessments annually, and notice of the amount (including a summary of the computations) shall be sent to each Owner with its notice of assessment. Upon annexation of additional property into the jurisdiction of the Association, the Board shall

recompute the assessment allocations and send a notice of recomputed percentages to each Owner; however, no adjustments of assessments previously levied or refunds of assessments paid shall be made within the fiscal year to reflect the recomputation.

8.2. Budgeting for Reserves.

Within ninety (90) days of the issuance of the first certificate of occupancy for a Lot, and at least every three years thereafter, the Board shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the Association is obligated to repair, replace, restore or maintain ("Reserve Study"). At a minimum, the Reserve Study shall include:

(a) identification of the major components that the Association is obligated to repair, replace, restore or maintain that, as of the date of the study, have a remaining useful life of less than 30 (thirty) years;

(b) identification of the probable remaining useful life of the identified components as of the date of the Reserve Study;

(c) an estimate of the cost of repair, replacement, restoration or maintenance of the identified components;

(d) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain the identified components during and at the end of their useful life, after subtracting total reserve funds as of the date of the Reserve Study; and

(e) a reserve funding plan ("Funding Plan") that indicates how the Association plans to fund the contribution identified in paragraph (d) above, to meet the Association's obligation for the repair and replacement of all major components with an expected remaining life of 30 years or less. The Funding Plan shall include a schedule of the date and amount of any change in regular or special assessments that would be needed to sufficiently fund the Funding Plan. The Funding Plan shall be adopted by the Board that is consistent with the Association's governing documents and applicable state law. If the Board determines that an assessment increase is necessary to fund the Funding Plan, such increase shall be approved in a separate action of the Board that is consistent with the Association's governing documents and applicable state law.

The Board shall include in the Common Expense budget a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period as set forth in the Funding Plan.

A reserve account or accounts shall be established for the Association. Reserve account funds shall be segregated from the Association's operating funds and deposited into an interest bearing account or accounts.

The Board shall review the Reserve Study, or cause it to be reviewed, annually and shall consider and implement necessary adjustments to the Board's analysis of the reserve account requirements as a result of that review.

As used in this section, "reserve accounts" means moneys that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, those major components that the Association is obligated to maintain pursuant to the Reserve Study.

The Board may adopt resolutions regarding the expenditure of any reserve funds, including policies designating the nature of assets for which reserve funds may be expended. These policies may differ for general Association purposes. So long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"** neither the Association nor the Board shall adopt, modify, limit or expand such policies without Declarant's prior written consent.

The Board may enter into agreements with Declarant, on negotiated terms, under which Declarant may obligate itself to provide or contribute to reserve funds as needed on a "cash basis" in lieu of funding reserves on an accrual basis. The Board has no duty to fund reserves during any period that Declarant is funding Association budget deficits.

8.3. Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Special Assessments may be levied against the entire membership equally, if the Special Assessment is for Common Expenses. Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Owners representing at least a majority of the total votes allocated to Lots which will be subject to the Special Assessment, and the affirmative vote or written consent of the Class "B" Member, if any. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.4. Initial Assessment for Capital Improvements.

The Association shall levy an initial assessment due at the time the first Owner other than a Builder acquires a Lot from the Declarant, in an amount not to exceed \$200.00, to help pay or establish reserves for construction or repair of the improvements on the Common Area. This initial assessment is in addition to the capital contribution assessment of \$400.00 that is due to the Amenity Club when an Owner (including a Builder) acquires a Lot, pursuant to Section 4 of the Amenity Declaration, as amended.

8.5. Benefited Assessments.

The Association may levy Benefited Assessments against one or more particular Lots as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services which an Owner requests pursuant to any menu of special services which the Association may offer or which the Association otherwise provides in the Board's discretion. Benefited Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Benefited Assessment under this subsection.

(c) notwithstanding the foregoing, Lots which Declarant owns are exempt from Benefited Assessments.

8.6. Commencement of Assessment Obligation; Time of Payment.

The obligation to pay assessments commences as to each Lot on the first day of the month following: (a) the month in which the Lot is made subject to this Declaration; or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Regular Assessment, if any, levied on each Lot shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot.

Owners shall pay assessments in the manner and on the dates the Board establishes. The Board may require advance payment of assessments at closing of the transfer of title to a Lot and may impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in quarterly or monthly installments. Unless the Board otherwise provides, the Regular Assessment shall be due and payable in advance on the first day of each fiscal year. An administrative late fee may be established by the Board not to exceed the greater of \$25 or five percent (5%) of the amount of each installment that is paid past the due date. If any Owner is delinquent in paying any assessments or other charges levied on his or her Lot, the Board may require that the outstanding balance on all assessments be paid in full immediately.

8.7. Obligation for Assessments.

(a) Personal Obligation. Each Owner, by accepting a deed or entering into a Recorded contract of sale for any Lot, covenants and agrees to pay all assessments authorized in the Governing Documents for each Lot owned. All assessments, together with interest (computed from the assessment's due date at a rate of at least twelve percent (12%) per annum or such higher rate as the Board may establish, subject to Florida law), late charges as determined by Board resolution, costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot until paid in full. Upon a transfer of title to a Lot, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Regular Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner is exempt from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. The obligation to pay assessments is a separate and independent covenant by each Owner. No reduction or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some required function, or for inconvenience or discomfort arising from making repairs or improvements, or for any other reason.

Upon written request, the Association shall furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. During the Class "B" Control Period, Declarant may satisfy the obligation for assessments on Lots which it or any Declarant Affiliate owns either by paying assessments in the same manner as any other Owner or by funding the budget deficit. The budget deficit is the difference between the amount of assessments levied on Class "A" Member-owned Lots, plus any other income received during the fiscal year, and the amount of the Association's actual expenditures during the fiscal year, but excluding expenses exclusively for capital improvement costs and reserves. Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year.

Regardless of Declarant's election, Declarant's assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "B" Control Period, except with respect to Benefited Assessments, Declarant shall pay assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

8.8. Lien for Assessments.

The Association shall have a lien against each Lot, including Declarant's Lots, to secure payment of delinquent assessments, as well as interest, late charges (subject to Florida law) and costs of collection (including attorneys' fees). The lien shall be effective from and shall relate back to the date on which this Declaration is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the parcel is located. The Association's lien may be enforced by suit, judgment and judicial or nonjudicial foreclosure.

At a foreclosure sale, the Association may bid for the Lot and acquire, hold, lease, mortgage and convey the Lot. The Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments. A subsequent Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. However, the liability of any first Mortgagee, or its successor or assignee as a subsequent Owner who acquires the Lot by sale or transfer pursuant to foreclosure by the first Mortgagee is limited to the lesser of either: 1) the Lot's unpaid Common Expenses and Regular and Special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and that is not paid in full and received by the Association; or 2) one percent (1%) of the original mortgage debt. If any unpaid assessments remain following sale or transfer pursuant to foreclosure, such unpaid assessments shall be a Common Expense collectible from Owners of all Lots subject to assessment under Section 8.5, including such purchaser, its successors and assigns.

Notwithstanding the above, while the Association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

8.9. Limitation on Assessment Increases.

Notwithstanding any provision to the contrary and except for assessment increases necessary for emergency situations, after termination of the Class "B" Control Period, any Regular Assessment that is more than ten percent (10%) greater than such assessments for the immediately preceding fiscal year is subject to disapproval at a meeting by Owners representing seventy-five percent (75%) of the Class "A" Members subject to such assessment.

An emergency situation is any one of the following:

- (a) an extraordinary expense required by an order of a court;
- (b) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible where a threat to personal safety is discovered;
- (c) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible and which could not reasonably have been foreseen by the Board in preparing and distributing the pro forma budget pursuant to Section 8.1. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Notice of the Board meeting at which such resolution is to be considered, explaining the

nature of the assessment proposed, shall be provided to the Members along with the notice of such assessment; or

(d) to defend itself in litigation, arbitration, or other legal or administrative actions brought against it.

8.10. Exempt Property.

The following property shall be exempt from payment of Regular Assessments and Special Assessments:

- (a) All Common Area and other portions of the Community which are not Lots; and
- (b) Any property dedicated to and accepted by any governmental authority or public utility.

PART FOUR: COMMUNITY DEVELOPMENT

The Declaration reserves various rights to the developer in order to facilitate the smooth and orderly development of Las Calinas Estates and to accommodate changes in the Master Plan which inevitably occur as a community the size of Las Calinas Estates grows and matures.

Article IX Expansion of the Community

9.1. Annexation by the Association.

The Association also may annex property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Annexation by the Association shall require the affirmative vote or written consent of Owners representing more than fifty percent (50%) of the Class "A" votes and the consent of the property owner. In addition, so long as Declarant or any Declarant Affiliate owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's consent is required. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property, and by Declarant, if Declarant's consent is required.

9.2. Additional Covenants and Easements.

By Supplemental Declaration, Declarant may impose additional covenants and easements on portions of the Community, including covenants obligating the Association to maintain and insure specific property and authorizing the Association to recover its costs through additional assessments. If someone other than Declarant owns the property, then such owner's consent and execution of the Supplemental Declaration is required. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.3. Effect of Filing Supplemental Declaration.

Unless otherwise specified, a Supplemental Declaration shall be effective upon the earlier of: (a) notice to the Persons who are affected by such Supplemental Declaration; or (b) Recording. The Lots subjected to this Declaration by Supplemental Declaration shall have equal voting rights in the Association and equal pro rata liability for Regular Assessments with all other Lots.

Article X Additional Rights Reserved to Declarant

10.1. Withdrawal of Property.

Declarant reserves the right to amend this Declaration, so long as it has a right to annex property pursuant to Section 9.1, to remove any unimproved portion of Las Calinas Estates from the coverage of this Declaration. "Unimproved" means that no structure has yet been built on the property. Such amendment shall not require the consent of any Person other than the owner(s) of the property to be withdrawn, if not the Declarant. Except as provided in Section 7.1(b), if the property is Common Area, the Association's consent is required for such withdrawal.

In addition, until termination of the Class "B" Control Period, Declarant reserves the right to amend the Declaration and remove any property, regardless of whether Declarant owns all or any of the property, from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than Declarant. In addition, in such event, the Association shall reconvey to Declarant, or its designee, any of the property being withdrawn which it owns.

10.2. Marketing and Sales Activities.

Notwithstanding anything in the Governing Documents to the contrary, Declarant and its Affiliates, and their designees or assigns, may construct, use and maintain upon portions of the Common Area and other property they own, such facilities, activities and things as, in Declarant's opinion, may reasonably be required, convenient or incidental to the construction or sale of Lots. Such permitted facilities, activities and things shall include business offices, signs, flags (whether hung from flag poles or attached to a structure), model homes, sales offices, holding or sponsoring special events and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, Declarant and Declarant's Affiliates, and their employees, agents and designees, may park vehicles in areas other than garages or driveways, including on streets. The rights of any Declarant designee or assign under this Section are subject to Declarant's approval.

10.3. Right to Develop.

Declarant and its Affiliates, and their respective employees, agents and designees, shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing, and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

10.4. Right to Approve Changes in Las Calinas Estates Standards.

No amendment to or modification of any Use Restrictions, rules or the Design Guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant or any Declarant Affiliate owns any portion of the Community or has a unilateral right to annex property in accordance with Section 9.1.

10.5. Right to Transfer or Assign Declarant Rights.

Any or all of Declarant's special rights and obligations set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a Recorded instrument signed by Declarant. Declarant may allow other Persons to exercise, on a one-time or limited basis, any Declarant right without transferring the entire right. In such case, a Recorded instrument is not required.

10.6. Rights To Use Names; License Agreements.

The names "Las Calinas Estates Homeowners Association, Inc.," "Las Calinas Estates" and "Taylor Morrison of Florida, Inc.", and all similar or derivative names, along with all associated logos, are the proprietary trade names and service marks of Taylor Morrison of Florida, Inc. or its Affiliates. No Person shall use such trade names or service marks for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, or in any logo or depiction without the prior written consent of the Person who owns such mark. In addition, due to the integrated nature of Las Calinas Estates as a planned community, and the public identification of the Lots with Las Calinas Estates, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot, shall be subject to Declarant's prior written consent. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate.

Notwithstanding the above, Owners may use the name "Las Calinas Estates" where such term is used solely to specify that particular property is located within "the Las Calinas Estates Community" (subject, however, to such terms and conditions as Declarant may impose in order to protect its trade names and service marks) and the Association may use the word "Las Calinas" in its name. Other use by the Association or any Owner is subject to the restrictions set out in this Section.

10.7. Right To Use Common Area for Special Events.

As long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**, Declarant may use the Common Area to sponsor special events for charitable, philanthropic, political or marketing purposes, subject to the following conditions:

- (a) the availability of the facilities at the time requested;

(b) Declarant shall pay all costs and expenses incurred and shall indemnify the Association against any Loss or damage resulting from the special event; and

(c) Declarant shall return the facilities and personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special events.

Declarant shall have the right to assign its rights to charitable organizations or foundations selected by Declarant. Declarant's right to use the Common Area for special events shall be enforceable by injunction, by any other remedy in law or equity, and by the terms of this Declaration.

10.8. Easement to Inspect and Right to Correct.

Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign and correct any structure, improvement or condition which may exist on any portion of Las Calinas Estates, including Lots, and a nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Lot shall be only after reasonable notice to the Owner and no entry into a dwelling or other structure on a Lot shall be permitted without the Owner's consent, which consent shall not unreasonably be withheld, conditioned or delayed. The failure or refusal to permit reasonable access to the Lot for the purposes contemplated under this paragraph shall excuse Declarant or its designee from responsibility for repairs or damages relating to defective workmanship or materials. The Person exercising this easement shall promptly repair, and pay for, any resulting damage.

10.9. Right to Notice of Design or Construction Claims.

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within Las Calinas Estates in connection with or in anticipation of any potential or pending claim, demand or litigation involving such design or construction unless Declarant and any Builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the property Owner and conduct an inspection.

10.10. Termination of Rights.

Rights granted under this Article shall terminate upon the earlier of (a) the period specified in the particular Section; (b) forty (40) years from the date this Declaration is Recorded; or (c) Declarant's Recording of a statement that all sales activity has ceased. Thereafter, Declarant may continue to use the Common Areas for the purposes stated in this Article only pursuant to a rental or lease agreement between Declarant and the Association which provides for rental payments based on the fair market rental value of any such portion of the Common Areas. Notwithstanding the above, Declarant reserves for itself and its Affiliates a perpetual, non-exclusive easement of access to and use of the Common Areas in connection with the marketing and sale of other properties in order to show the Community as an example of Declarant's projects. This Article shall not be amended without Declarant's written consent.

10.11. Exclusion of Declarant's Other Properties.

By accepting a deed to a Lot, each Owner, specifically acknowledges that nothing contained in this Declaration shall in any way, either expressly or by implication, restrict, limit, or otherwise affect the use or disposition by Declarant or any Declarant Affiliate of any property, either of them owns, whether contained within or contiguous to Las Calinas Estates. Declarant and its Affiliates shall have full, free, and unrestricted use of its other lands, notwithstanding any incompatibility of such use with restrictions this Declaration imposes upon the Lots. By accepting a deed to a Lot, each Owner, specifically and expressly disclaims any reciprocal negative easement in any property Declarant or any Declarant Affiliate owns.

PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY

The nature of living in a planned community, with its wide array of properties and development types and its ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association and others within or adjacent to the Community.

Article XI Easements**11.1. Easements in Common Area.**

Declarant grants to each Owner a right and easement of use, access and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying the property to the Association;
- (c) The Board's right to:
 - (i) adopt rules regulating Common Area use, including rules limiting the number of guests who may use the Common Area, and charge use fees for such use;
 - (ii) suspend the right of an Owner to use any Common Area amenity (A) for any period during which any assessment or other charge against the Owner's Lot remains delinquent, and (B) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation, of the Governing Documents;
 - (iii) dedicate or transfer all or any part of the Common Area, subject to any approval requirements set forth in this Declaration;
 - (iv) rent any portion of any clubhouse or other Common Area recreational facilities on an exclusive or non-exclusive short-term basis to any Person;

(v) permit use by the general public, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion; and

(vi) mortgage, pledge, or hypothecate any or all of the Common Area as security for money borrowed or debts incurred; and

(d) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Limited Common Areas," as described in Article XII.

Any Owner may extend his or her right to use the Common Area to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Lot shall be deemed to have assigned all such rights to the tenants of such Lot for the lease term.

Any Person's use and enjoyment of the Common Area is subject to the Board's authority to promulgate and enforce Use Restrictions and reasonable rules and regulations governing such use and to charge use, consumption, or membership fees as provided for in this Declaration. The rules and regulations and fees may be different for different classifications of users, including, but not limited to, Owners of Lots, guests or social invitees unaccompanied by Owners, or otherwise. The posting of rules and regulations and fees in a conspicuous manner and location within Las Calinas Estates or the publication in a community newsletter of general circulation within Las Calinas Estates shall be deemed sufficient notice to all permitted users; provided, the Board, in its discretion, may provide notice of rules, regulations and fees by other means or methods.

11.2. Easements of Encroachment.

Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. A permitted encroachment is a structure or fixture which extends unintentionally from one person's property on to another's a distance of less than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Easements for Utilities, Etc.

(a) Installation and Maintenance. Declarant reserves for itself, so long as Declarant or any Declarant Affiliate owns any property described in **Exhibit "A"**, and grants to the Association and utility providers, perpetual, non-exclusive easements throughout Las Calinas Estates (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and infrastructure to serve Las Calinas Estates, cable and other systems for sending and receiving data and/or other electronic signals, drainage systems, and security and similar systems;

(ii) install walkways, pathways and trails, street lights, and signage on property which Declarant or the Association owns or within public rights-of-way or easements reserved for such purpose on a Plat;

(iii) inspect, maintain, repair and replace the utilities, infrastructure and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, Declarant reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) Specific Easements. Declarant also reserves for itself the non-exclusive right and power to grant and Record such specific easements as may be necessary, in Declarant's sole discretion, to develop the property described in Exhibit "A". The location of the easement shall be subject to the written approval of the burdened property Owner, which approval shall not unreasonably be withheld, delayed or conditioned.

(c) Minimal Interference. All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to the condition existing prior to the work. The exercise of these easements shall not extend to permitting entry into structures on a Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4. Easements for Maintenance, Emergency and Enforcement.

Declarant grants to the Association easements over Las Calinas Estates as necessary for the Association to fulfill its maintenance responsibilities under Section 7.2. The Association shall also have the right, but not the obligation, to enter upon any Lot for emergency, security and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforcing the Governing Documents. Any member of the Board, and its duly authorized agents and assignees, including committee members, and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

Declarant grants to the Association, subject to any required notice, an easement and right to enter a Lot to abate a Governing Document violation and/or to remove any structure, thing or condition which violates the Governing Documents. Any costs incurred, including reasonable attorneys' fees, shall be assessed against the Lot Owner as a Benefited Assessment.

11.5. Easements for Lake and Pond Maintenance and Flood Water.

Declarant reserves for itself, the Association, and their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and

wetlands located within the Common Maintenance Areas to (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Maintenance Areas; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a dwelling or other structure) adjacent to or within 100 feet of bodies of water and wetlands within Las Calinas Estates, in order to (a) temporarily flood and back water upon and maintain water over such portions of Las Calinas Estates; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Maintenance Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to natural occurrences or other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

11.6. Easements for Cross-Drainage.

All portions of the Community shall be burdened with easements for natural drainage of stormwater runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Community without the consent of the owner(s) of the affected property, the Board, and Declarant as long as it or any Declarant Affiliate owns any property described in **Exhibit "A"** to the Declaration.

11.7. Rights to Stormwater Runoff, Effluent and Water Reclamation.

Declarant reserves for itself and its designees all rights to ground water, surface water, stormwater runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

Article XII Limited Common Areas

12.1. Purpose.

Certain portions of the Common Area may be designated as Limited Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular

portion or neighborhood of Las Calinas Estates. For example, Limited Common Areas may include portions of a building, entry features, recreational facilities, landscaped medians and cul-de-sacs, ponds, and other portions of the Common Area within a particular neighborhood. All costs associated with maintenance, repair, replacement and insurance of a Limited Common Area shall be an expense allocated among the Owners to which the Limited Common Areas are assigned.

12.2. Designation.

Initially, any Limited Common Area shall be designated as such in a Supplemental Declaration, the deed conveying such area to the Association or on a Plat; provided, any such assignment shall not preclude Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as Declarant has a right to subject additional property to this Declaration pursuant to Section 9.1.

12.3. Use by Others.

If a majority of Owners of Lots to which any Limited Common Area is assigned approve, the Association may permit Owners of other Lots or others to use all or a portion of such Limited Common Area and may require payment of reasonable user fees for such use. Any such fees shall be used to offset the expenses attributable to such Limited Common Area.

Article XIII Party Walls and Other Shared Structures

13.1. General Rules of Law to Apply.

Each wall, fence, driveway, or similar structure built as a part of the original construction on the Lots which serves and/or separates any two adjoining Lots shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to party structures. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIV.

13.2. Maintenance; Damage and Destruction.

Unless otherwise specifically provided in additional covenants relating to such Lots, the Owners sharing the party structure shall share the cost of necessary or appropriate party structure repairs and maintenance equally.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner sharing the structure may restore it and be entitled to contribution for the restoration cost in equal proportions from other sharing owners. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

The growth and success of Las Calinas Estates as a community in which people enjoy living, working and playing requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with our neighbors, and protection of the rights of others who have an interest in the community.

Article XIV Dispute Resolution

14.1. In General. This Article XIV contains procedures concerning disputes between an Owner and the Association, as well as between (i) an Owner and/or Declarant and (ii) the Association and Declarant, related to the Community or each other. Regarding disputes between an Owner and Declarant, the procedures in this Article XIV do not replace Declarant's customer or warranty service procedures, and Owners are encouraged to resolve disputes through those procedures prior to initiating any procedures hereunder.

14.2. Disputes Between Association and Owners. All disputes, controversies, claims and demands between the Association and any Owner pertaining to the subject areas described in Section 14.4 shall be governed by the procedures set forth in Section 14.4.

14.3. Disputes Between Association/Owner and Declarant. Any and all claims, disputes and/or other controversy between the Association or any Owner and Declarant (or any affiliated general contractor or affiliated contractor, or any officer, director, member, shareholder, partner, employee or agent thereof, individually and collectively referred to as "Declarant" for purposes of this Article) or any non-affiliated general contractor, non-affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other person or entity that provided materials, labor or other services to the Lot or a home constructed on such Lot (a "Home") on behalf of Declarant, relating to this Declaration, the use, condition, design, specifications, surveying, grading, construction, installation, budgeting and/or performance of any improvements in the Common Area or the Home, whether based in contract, tort or statutory violation, shall be subject to the provisions set forth in Section 14.4 of this Article XIV of the Declaration, and/or, with respect to any such disputes between an Owner and Declarant, the provisions of the purchase agreement between such Owner and Declarant and/or the provisions of any warranty provided by Declarant to such Owner.

14.4. Dispute Resolution. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE "BOUND PARTIES" AND INDIVIDUALLY AS A "BOUND PARTY"), ARISING OUT OF OR RELATED TO THE LOT, THE COMMUNITY OF WHICH THE LOT IS A PART, THE SALE OF THE LOT BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b)

NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE LOT, INCLUDING WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE LOT, THE PARCEL/TRACT OR THE COMMUNITY OF WHICH THE LOT IS A PART, (g) DECEPTIVE TRADE PRACTICES, OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (EACH A "DISPUTE"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

(a) THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

(b) IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE LOT IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

(c) The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as the same may from time to time

be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

(d) This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant and Declarant's affiliated and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Lot or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

(e) In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event, the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegal's fees, accounting and engineering fees, and any other professional fees resulting there from as awarded by court or arbitrator.

(f) The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

(g) The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County in which the Lot is located.

(h) To the extent that any state or local law, ordinance, regulation or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

(i) The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

(j) Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the

arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

- (k) The arbitrator appointed to serve shall be a neutral and impartial individual.
- (l) The venue of the arbitration shall be in the County where the Lot is located unless the parties agree in writing to another location.
- (m) If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.
- (n) The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.
- (o) Any and all Disputes between Declarant and the Association arising from or related to the Community, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.
- (p) Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the Association which are in addition to those rights provided in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

i. Notification. The Association and all Owners agree to provide Declarant with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 558 Notice of Claim, the Association and all Owners must comply with and is hereby advised of the following:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ii. Cooperation; Access; Repair. The Association and each Owner agree to provide Declarant and its representatives, contractors and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Lot and Home, in order to facilitate Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting or otherwise addressing matters

related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction or other development of the Lot or Home, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Lot or Home.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE XIV OF THIS DECLARATION) ENTITLED "DISPUTE RESOLUTION - ARBITRATION" DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSES TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER OR DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED "DISPUTE RESOLUTION - ARBITRATION" TO NEUTRAL, BINDING ARBITRATION.

Article XV Mortgage Provisions

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Lots. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

15.1. Notices of Action.

An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates) (an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation Loss or any casualty Loss which affects a material portion of the Community or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;

(c) Any lapse, cancellation or material modification of any Association insurance policy;

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders; or

(e) If the U.S. Department of Housing and Urban Development is insuring or the U.S. Department of Veterans Affairs is guaranteeing the Mortgage on any Lot, material amendment to the Governing Documents or extraordinary action of the Association, as defined under VA Pamphlet 26-7.

15.2. No Priority.

No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for Losses to or a taking of the Common Area.

15.3. Notice to Association.

Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering the Owner's Lot.

15.4. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

Article XVI Disclosures and Waivers.**16.1. Changes in Master Plan.**

Each Owner acknowledges that Las Calinas Estates is a master planned community, the development of which is likely to extend over many years, and agrees and consents to all changes in (a) uses or density of Lots or dwellings within Las Calinas Estates, or (b) changes in the Master Plan.

Each Owner further acknowledges and agrees that the Master Plan and the present plans and themes for Las Calinas Estates' development may change in Declarant's discretion and that no notice or consent is required for such changes except as may be required by law. No representations, warranties, or assurances are made by any Person, and none shall be relied upon by any Owner (a) that any Lots, or other property or facilities will be added, modified, or eliminated within Las Calinas Estates; or (b) as to the financial or other impact of such action on any Owner. Each Owner acknowledges and agrees that he or she is not entitled to rely upon and has not received or relied upon any representations, warranties, or guarantees whatsoever as to: (a) the design, construction, completion, development, use, benefits or value of Las Calinas Estates; or (b) the number, types, sizes, prices or designs of any residential or non-residential structures or improvements built or to be built in any part of Las Calinas Estates.

16.2. No Liability For Third Party Acts.

Owners and occupants of Lots, and their respective guests and invitees, are responsible for their own personal safety and for their property in Las Calinas Estates. The Association may, but is not obligated to, maintain or support certain activities within the Community which promote or enhance safety or security within the Community. However, the Association, and Declarant shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall they be held liable for any Loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including fire protection, burglar alarm, or other security monitoring systems, or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or measures undertaken will in all cases prevent Loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and shall be responsible for informing its tenants and all occupants of its Lot that the Association, the Board and Association committees and Declarant are not insurers or guarantors of security or safety and that each Person within Las Calinas Estates assumes all risks of personal injury and Loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

16.3. View Impairment.

Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, any open space within the Community, wetlands or ponds, or any other body of water, will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required under a separate covenant or agreement. The Association (with respect to the Common Area) has the right to add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

16.4. Water Management.

Each Owner acknowledges that Declarant and its Affiliates are not related to the local permitting authority for surface water permits. Each Owner further acknowledges and agrees that any ponds, lakes or wetlands within Las Calinas Estates are designed as water management areas and are not designed as aesthetic features. Due to fluctuations in ground water elevations within the immediate area, the water level of lakes will rise and fall and Declarant has no control over such elevations. Therefore, each Owner agrees to release and discharge Declarant and its Affiliates from and against any and all Losses, claims, demands, damages, costs and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claims relating to such fluctuations in the water elevations (including the absence of water). Owners shall not alter, modify, expand or fill any lakes or wetlands located within or in the vicinity of Las Calinas Estates without the prior written approval of the local permitting authority, Declarant, the St. Johns River Water Management District and such other local, state and federal authorities as may have relevant jurisdiction over such matters.

16.5. Liability for Association Operations.

The Association shall, to the fullest extent permitted by law, indemnify, defend and hold harmless Declarant (including its successors and assigns) from and against any and all Losses, claims, demands, damages, costs and expenses of whatever kind or nature (including, without limitation, reasonable attorneys' fees and costs at all tribunal levels and whether or not suit is instituted, including those incurred in establishing the right to be indemnified, defended and held harmless pursuant hereto) which relate to or arise out of Association management and operations, including, without limitation, improvement, maintenance and operation of amenities and other portions of the Common Maintenance Areas and the collection of assessments.

PART SEVEN: CHANGES IN THE COMMUNITY

Communities such as Las Calinas Estates are dynamic and constantly evolving as circumstances, technology, needs and desires and laws change, as the residents age and change over time, and as the surrounding community changes. Las Calinas Estates and its Governing

Documents must be able to adapt to these changes while protecting the things that make Las Calinas Estates unique.

Article XVII Changes in Ownership of Lots

Any Owner, other than Declarant or any Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall give the Board at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including assessment obligations, until the date upon which the Board, notwithstanding the transfer of title, receives such notice.

Article XVIII Changes in Common Area

18.1. Condemnation.

Whenever any part of the Common Area is taken or conveyed under threat of condemnation by any authority having the power of eminent domain, the Board shall determine, in the exercise of its business judgment, whether each Owner is entitled to notice.

The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent practicable, unless, within sixty (60) days after such taking, Declarant, so long as Declarant owns any property described in **Exhibit "A"** of this Declaration, and Owners representing at least seventy-five percent (75%) of the total Class "A" votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans the Board approves. The provisions of Section 7.3 regarding funds for the repair of damage or destruction shall apply.

If the taking does not involve any Common Area improvements, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

18.2. Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action for partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

18.3. Transfer or Dedication of Common Area.

The Association may convey, dedicate or otherwise transfer portions of the Common Area to St. Johns County or to any other local, state or federal governmental or quasi-governmental entity.

Article XIX Amendment of Declaration

19.1. By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration, during the Class "B" Control Period, Declarant may unilaterally amend this Declaration for any purpose.

Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, HUD or VA, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing.

19.2. By the Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing at least seventy-five percent (75%) of the Association's total Class "A" votes. In addition, so long as Declarant or any Declarant Affiliate, owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1, Declarant's written consent is required for any amendment.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.3. Validity and Effective Date.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class "B" Member without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). No amendment may specifically remove, revoke or materially adversely affect the application of, or compliance with, the Development Order, the PUD or any governmental development permit, without the written consent of the entity or entities whose approval is required to amend or to issue such documents.

Any amendment to this Declaration which alter the surface water or Stormwater Management System, beyond maintenance in its original condition, including the water

management portions of the Common Area, must have the prior approval of the St. Johns River Water Management District.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) Recording; or (c) later effective date specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

19.4. Exhibits.

Exhibit "A" and **Exhibit "C"** attached to this Declaration are incorporated by this reference and this Article shall govern amendment of such exhibits. **Exhibit "B"** is incorporated by reference and may be amended as provided in Article III or pursuant to Sections 19.1 and 19.2. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above.

DECLARANT: TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation

By: [Signature]
Name: JONATHAN WHITE
Its: VICE PRESIDENT

State of Florida)
County of Orange) ss

The foregoing instrument was acknowledged before me this 5th day of May, 2010, by JONATHAN WHITE, as VP LAND of Taylor Morrison of Florida, Inc., a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public

[SEAL]

6/18/2013
My Commission Expires

5297/Las Calinas/CCR/DAH



EXHIBIT "A"

Land Submitted

PARCEL 3A:

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at a concrete monument common to said Sections 28, 29 and 32 and Section 33, said Township and Range, the same being the Northwest corner of Kensington Unit Two, as recorded in Map Book 53, Pages 89 through 107, inclusive, of the Public Records of said County; thence South $00^{\circ}37'20''$ East, along the East line of said Section 32 and the West line of Section 33, the same being the West line of said plat of Kensington Unit Two, a distance of 3479.26 feet to the Northeast corner of Tract "A" as shown on the plat of Kensington Unit One, as recorded in Map Book 53, Pages 25 through 30, inclusive, of said Public Records; thence Westerly along the Northerly line of said Tract "A", being a curve concave Southerly and having a radius of 591.00 feet, an arc distance of 490.02 feet, said arc being subtended by a chord bearing and distance of South $75^{\circ}49'35''$ West, 476.10 feet to the point of tangency of said curve; thence South $52^{\circ}04'16''$ West, continuing along the Northwesterly line of said Tract "A", a distance of 403.40 feet to the most Westerly corner thereof and a point situate on the Northeasterly right of way line of U.S. Highway No. 1 (a 150 foot right of way); thence North $37^{\circ}54'50''$ West, along said Northeasterly right of way line, a distance of 4789.89 feet to its intersection with a line dividing said Sections 29 and 32; thence North $37^{\circ}53'18''$ West, continuing along said Northeasterly right of way line, 107.32 feet to the Southeasterly right of way line of Las Calinas Boulevard, as established by the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of said Public Records; thence North $01^{\circ}39'32''$ West, along said right of way line, 50.76 feet; thence North $51^{\circ}26'40''$ East, continuing along said Southeasterly right of way line, said right of way at this point having a width of 80.00 feet, a distance of 503.75 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1040.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 388.95 feet, said arc being subtended by a chord bearing and distance of North $40^{\circ}43'49''$ East, 386.69 feet to the point of reverse curvature of a curve concave Southeasterly and having a radius of 960.00 feet; thence Northeasterly around and along the arc of said curve and continuing along said Southeasterly right of way line, 535.79 feet, said arc being subtended by a chord bearing and distance of North $46^{\circ}00'22''$ East, 528.87 feet to the point of tangency of said curve; thence North $62^{\circ}00'27''$ East, continuing along said Southeasterly right of way line, a distance of 168.61 feet to the point of curvature of a curve concave Southerly and having a radius of 1660.00 feet; thence Easterly around and along the arc of said curve and along the Southerly right of way line of said Las Calinas Boulevard, 735.28 feet, said arc being subtended by a chord bearing and distance of North $74^{\circ}41'06''$ East, 729.29 feet to the point of reverse curvature of a curve concave Northerly and having a radius of 790.00 feet; thence Easterly around and along the arc of said curve and continuing along said Southerly right of way line, 584.29 feet, said arc being subtended by a chord bearing and distance of North $66^{\circ}11'08''$ East, 571.07 feet to the point of tangency of said curve; thence North $45^{\circ}00'15''$ East, along the Southeasterly right of way line of said Las Calinas Boulevard, 11.52 feet to the point of curvature of a curve concave Southerly and having a radius of 460.00 feet; thence Easterly around and along the arc of said curve and along said Southerly right of way line of Las Calinas Boulevard, 361.36 feet, said arc being subtended by a chord bearing and distance of North $67^{\circ}28'22''$ East, 352.14 feet to the point of tangency of said curve; thence South $89^{\circ}59'35''$ East, continuing along said Southerly right of way line, 581.33 feet to the point of curvature of a curve concave Northwesterly and having a radius of

540.00 feet; thence Northeasterly around and along the arc of said curve and along the Southeasterly right of way line of said Las Calinas Boulevard, 558.41 feet, said arc being subtended by a chord bearing and distance of North 60°23'10" East, 533.86 feet to the point of tangency of said curve; thence North 30°45'40" East, continuing along said Southeasterly right of way line, 1555.61 feet to the most Westerly corner of Tract "F" as shown on the plat of Palencia North Phase 1, as recorded in Map Book 62, Pages 77 through 102, inclusive, of said Public Records; thence South 74°52'48" East, along the Southerly line of said Tract "F" and the Southerly line of Tract "G", said last mentioned plat, 460.41 feet; thence the following five (5) courses along the Westerly line of said Tract "G": Course No. 1: South 08°41'21" East, 920.33 feet; Course No. 2: South 46°43'18" East, 320.90 feet; Course No. 3: South 16°42'30" East, 1270.16 feet; Course No. 4: South 28°19'38" West, 240.74 feet; Course No. 5: South 19°40'15" East, 598.56 feet to a point situate on the South line of said Section 28; thence South 88°39'26" West, along said South line of Section 28, and along the North line of said plat of Kensington Unit Two, a distance of 2093.42 feet to the POINT OF BEGINNING.

Containing 413.83 acres, more or less.

EXCEPTING THEREFROM a portion of said Section 28, being more particularly described as follows: COMMENCING at said Northwest corner of Kensington Unit Two; thence North 88°39'26" East, along the Northerly line of said last mentioned plat and the Southerly line of said Section 28, a distance of 233.65 feet to the Northeast corner of Lot 45, said last mentioned plat, the same being the Northwesterly terminus of Battersea Drive, a 50 foot right of way as shown on said last mentioned plat; thence North 01°14'09" West, 10.00 feet; thence North 88°39'26" East, 227.10 feet; thence North 00°00'00" East, 138.06 feet; thence North 80°45'43" East, 165.49 feet to the POINT OF BEGINNING of said exception; thence North 33°58'54" West, 27.11 feet; thence North 11°00'00" West, 75.00 feet; thence North 30°00'00" West, 60.00 feet; thence North 30°00'00" East, 45.00 feet; thence South 79°00'00" East, 86.00 feet; thence North 65°00'00" East, 10.72 feet; thence North 08°00'00" East, 58.00 feet; thence North 20°00'00" West, 65.00 feet; thence North 90°00'00" East, 280.00 feet; thence South 84°00'00" East, 80.00 feet; thence North 52°00'00" East, 190.00 feet; thence South 61°00'00" East, 108.00 feet; thence South 39°00'00" East, 60.00 feet; thence South 20°00'00" East, 139.82 feet; thence South 00°00'00" East, 22.58 feet; thence South 15°14'03" West, 95.70 feet; thence South 40°00'00" West, 188.66 feet; thence North 50°00'00" West, 204.08 feet; thence South 90°00'00" West, 41.91 feet; thence South 57°00'00" West, 210.00 feet; thence North 86°00'00" West, 60.00 feet; thence North 75°00'00" West, 135.00 feet; thence North 33°58'54" West, 38.11 feet to the POINT OF BEGINNING.

Said exception and/or outparcel containing 5.55 acres.

The net acreage of said parcel contains 408.28 acres, more or less.

TOGETHER WITH a 10 foot Access Easement to said exception and/or outparcel, being more particularly described as follows: BEGINNING at said Northeast corner of said Lot 45 and the Northwest corner of said right of way of Battersea Drive, run North 01°14'09" West, along the Westerly terminus of said 10 foot Access Easement, a distance of 10.00 feet; thence North 88°39'26" East, along the Northerly line of said 10 foot Access Easement, 227.10 feet; thence

North 00°00'00" East, along the Westerly line of said 10 foot Access Easement, 138.06 feet; thence North 80°45'43" East, along the Northerly line of said 10 foot Access Easement, 165.49 feet to the Easterly terminus of said 10 foot Access Easement. It is the intent of said 10 foot Access Easement to be parallel to and 10 feet in width from the and lying Southerly, Easterly and Southerly of the preceding three (3) courses. It is also the intent of said easement to be bounded by a line bearing South 33°58'54" East, from the point of terminus of said easement, being bounded by the Westerly line of said exception and/or outparcel.

PARCEL 3D:

A portion of Sections 28 and 29, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows: BEGINNING at the Southeast corner of Tract "H" as shown on the plat of Las Calinas-Phase One, as recorded in Map Book 62, Pages 44 through 56, inclusive, of the Public Records of said County; thence North 19°59'33" West, along the Easterly line of said Tract "H", a distance of 34.85 feet; thence North 52°18'27" East, 286.38 feet; thence North 35°33'28" West, 166.53 feet; thence North 15°46'28" East, 281.57 feet; thence North 77°58'09" East, 313.63 feet; thence North 30°45'40" East, 182.24 feet; thence North 73°05'22" West, 663.14 feet; thence North 14°29'01" East, 326.30 feet; thence North 02°57'02" West, 497.11 feet; thence North 51°12'43" East, 401.01 feet; thence North 70°44'06" East, 551.17 feet; thence South 08°31'45" East, 651.79 feet; thence South 48°34'21" East, 126.37 feet to a point situate on the Northwesterly right of way line of Las Calinas Boulevard (an 80 foot right of way); thence South 30°45'40" West, along said right of way line, 1570.67 feet to the point of curvature of a curve concave Northwesterly and having a radius of 460.00 feet; thence Southwesterly around and along the arc of said curve and continuing along said Northwesterly right of way line, 313.92 feet, said arc being subtended by a chord bearing and distance of South 50°18'38" West, 307.87 feet to the POINT OF BEGINNING.

Containing 26.24 acres, more or less.

EXHIBIT "B"**Initial Use Restrictions**

The purpose of Design Guidelines and Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IV, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Board from taking enforcement action in any appropriate circumstances.

Subject to the above, the following restrictions shall apply to all of Las Calinas Estates until such time as they are amended, modified, repealed, or limited pursuant to the Declaration.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred or kept on any portion of the Community, except that a reasonable number of usual and common household pets, as determined in the Board's discretion, may be kept on a Lot.

Dogs and cats shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside a structure. Upon the Board's request, an Owner, at his or her expense, shall remove any pet which is permitted to roam free, or, in the Board's sole discretion, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or residents of any portion of the Community. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. No pets shall be kept, bred or maintained for any commercial purpose.

(b) Wildlife. Capturing, killing or trapping wildlife is prohibited within the Community, except in circumstances imposing an imminent threat to the safety of Persons or pets, or as permitted under section (a) of this **Exhibit "B"**.

(c) Firearms; Fireworks. The use and discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Association.

(d) Nuisances. No Owner shall engage in any activity which constitutes a nuisance (meaning offensive or detrimental activity, as determined by the Board), or which materially disturbs or destroys the vegetation, wildlife or air quality within the Community, or which results in unreasonable levels of sound or light pollution.

(e) Garages. Garage doors shall remain closed at all times except when entering, exiting or otherwise actively using the garage. A garage or carport may not be converted to

finished space for use as an apartment, an integral part of the Lot's living area, or for purposes other than parking vehicles and ancillary storage, without prior approval pursuant to Article IV.

(f) Fencing. Two types of perimeter fencing shall be permitted within the Community. For Lots that are not contiguous to water bodies such as lakes or ponds, Owners may erect fences no taller than six (6) feet in height. These fences must be constructed using vinyl shadow box with intermediate vinyl posts and caps in an off-white or beige color. Owners of Lots that are located contiguous to water bodies may erect fences no taller than four (4) feet in height within perimeter areas of the Lots within fifty (50) feet of such water bodies; otherwise, perimeter fencing in areas of the Lots located farther than fifty (50) feet from water bodies can be a maximum of six (6) feet in height. The four-foot fences must be constructed of flat top black aluminum. Fences erected contiguous to water bodies cannot be placed within the lake maintenance easement. No fence may be constructed of wire, chain link, natural wood, wood composite or cyclone style of fencing on any Lot. All fences must be approved in writing by the DRB prior to installation.

(g) Mailboxes. Mailboxes shall be built in accordance with the character of the subdivision and shall compliment the house and the neighborhood. The character and standard for mailboxes shall be set by Declarant or DRB within its published guidelines and standards. Any change to a mailbox shall require DRB approval.

(h) Window Treatments/Sliding Glass Door Treatments. No foil or other reflective materials shall be used on any windows for sun screens, blinds, shades or for any other purpose. All draperies, curtains, shades or other window coverings should have a neutral backing. Screen doors visible from the exterior of the home shall be approved by the DRB.

(i) Swimming Pools, Pool Screening/Enclosures and Pool Equipment. No swimming pool shall be constructed, erected or maintained upon any Lot without the prior written consent of the DRB; provided however, that Declarant need not obtain DRB approval. Pool construction shall be in accordance with applicable governing agency codes. In no event shall any above-ground swimming pool be permitted. All pool equipment stored on any Lot shall be screened from view from outside the Lot. Pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable jurisdictional codes. Security fencing and screen enclosures are subject to approval by DRB.

(j) Exterior Painting. Any change to the exterior color, finish or texture of any improvement located on a Lot, including, without limitation, the dwelling, the roof on any dwelling or any fence, must be approved by DRB.

(k) Exterior Lighting. Excessive exterior lighting on any Lot is prohibited. The Board in its sole discretion shall determine whether any exterior lighting is excessive. Lighting requirements may differ between Lots in different locations.

(l) Exterior Air Conditioners. Individual air conditioning units mounted through windows or walls are prohibited. Plants or opaque fencing shall screen exterior air conditioning

units or heat pumps. The screening must encompass the entire height of the air conditioning unit or heat pump so as to obscure view from the street. The DRB shall approve location and screening of air conditioning units and heat pumps.

(m) Hurricane Shutters. The DRB must approve all hurricane shutters. Hurricane shutters may be put up or closed no more than 48 hours prior to the expected arrival of a named hurricane and must be removed or opened within 72 hours after the hurricane watch or warning has expired or as the Board may determine.

(n) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment or other goods and chattels on the Common Area (except by the Association), or, if not in active use, any portion of a Lot which is visible from outside the Lot is prohibited.

(o) Prohibited Conditions. The following conditions, structures or activities are prohibited on any Lot:

(i) Dog runs and animal pens of any kind, unless properly screened and approved in advance in accordance with Article IV;

(ii) Shacks or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within the Community. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of construction or repair;

(iii) Permanent basketball goals, basketball standards or backboards which are or would be visible from any street or Common Area; provided, portable basketball goals may be used on a Lot without prior approval, but must be stored so as not to be visible from any street or Common Area overnight or otherwise when not in use;

(iv) Freestanding flagpoles; provided, flags may be displayed using a bracket or other approved device mounted to a dwelling or other primary structure on a Lot so long as the size of the flag displayed does not exceed a standard size (as set forth in the Design Guidelines or determined in the Board's discretion and set forth in a Board rule). Notwithstanding the foregoing, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, consistent with Title 36, Chapter 10 of the United States Code.

(v) Outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts unless properly screened and approved in advance in accordance with Article IV;

(vi) Outside clotheslines or other outside facilities for drying or airing clothes unless properly screened and approved in advance in accordance with Article IV;

(vii) Individual septic systems serving any Lot; and

(viii) Private wells, except as the Reviewer may permit for irrigation purposes only.

In any event, and notwithstanding the above list of prohibited conditions, any structure, improvement, or thing proposed for construction, erection, installation or placement on a Lot requires prior Reviewer approval in accordance with Article IV, unless specifically made exempt under the Design Guidelines.

(p) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which, in the Board's reasonable discretion, emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort or serenity of the occupants and invitees of other Lots.

No noxious, illegal or offensive activity shall be carried on upon any portion of the Community which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

(q) Signs. No sign shall be erected within the Community, except those required by law, including posters, circulars and billboards; provided, the following types of signs may be erected on a Lot without the Board's written consent: (i) residential identification signs for identification of the occupant and its address, in a style designated by the Design Guidelines or approved by the Reviewer; and (ii) security signs in a style and location designated by the Design Guidelines or approved by the Reviewer. This restriction shall not apply to entry, directional and marketing signs installed by Declarant or any Declarant Affiliate, or a Builder, acting with Declarant's specific consent. The Association, with the Board's approval, shall have the right to erect signs on the Common Area. Signs advertising or identifying a Lot as being for sale or rent are prohibited.

(r) Holiday Decorations. Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in similar neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Permitted decorations may be displayed for such periods as are normal and customary for comparable residential communities, as determined in the Board's discretion.

(s) Antennas and Satellite Dishes. No antenna, satellite dish or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval and approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (*i.e.*, is located in a manner that minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with the Design Guidelines within the confines of applicable federal regulations (*i.e.*, without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

The Reviewer shall consider any such application on an expedited basis.

Notwithstanding the above, Declarant and/or the Association may erect an antenna, satellite dish, or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of Las Calinas Estates, should any master system or systems be used by the Association and require such exterior apparatus.

(t) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in securely covered, scavenger-proof containers of a type, size and style which are pre-approved by the Reviewer or specifically permitted under the Design Guidelines, or as required by the applicable governing jurisdiction. Such containers shall be screened from view outside of the Lot except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Rubbish, trash, and garbage must be removed from the Lots and may not accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. The Board may enact such other rules and regulations concerning litter and trash control as may be necessary or appropriate to comply with the Development Order.

(u) Unightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unightly, offensive or detrimental to any other portion of the Community, as the Board may determine.

Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any Person or property. Open fires are prohibited within the Community, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes.

(v) Vehicles and Parking. As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans and recreational vehicles.

No vehicle may be left upon any portion of the Community except in a garage, driveway or other area the Board designates. No person shall park any pick-up truck with a camper top or other raised enclosure or commercial lettering or logos, or any recreational vehicle, mobile home, trailer, camper, stored vehicle, commercial vehicle (including all vehicles with commercial lettering or logos), or any unlicensed or inoperable vehicle within the Community other than in

an enclosed garage. "Sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and pick-up trucks without raised enclosures or commercial writing or logos shall be treated as automobiles and may be parked in driveways outside of enclosed garages. Boats or other watercraft may be kept or stored on a Lot only so long as they are screened from view from outside of the Lot. This Section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery.

Notwithstanding the above, for purposes of cleaning, loading, unloading and short-term parking, recreational vehicles may be parked outside of an enclosed garage for up to one hour within each calendar month.

(w) Solar Equipment. No solar heating equipment or device is permitted outside the dwelling or other structures on the Lot except such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for approval under Article IV prior to installation and approval will be granted only if:

(i) First, such equipment or device is designed for minimal visual intrusion when installed (*i.e.*, is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the equipment or device complies, to the maximum extent feasible, with the Design Guidelines within the confines of the applicable governmental regulations.

(x) Invasive or Exotic Species. No Person shall use on the Lots or the Common Areas such plant species as are listed in or referenced by the Development Order as prohibited within Las Calinas Estates. Notwithstanding the foregoing, the Design Guidelines may set forth additional prohibitions on the use of plant species. The use in landscaping of any plant species shall be subject to approval in accordance with Article IV and the Design Guidelines. In addition, the import into Las Calinas Estates of any plant species used in landscaping, other than those transplanted from within the Community, shall be subject to approval in accordance with Article IV and the Design Guidelines.

(y) Use of Golf Carts. No Person may use or otherwise operate a golf cart on the streets, sidewalks, pathways, trails or other Common Areas within Las Calinas Estates; provided, such prohibition shall not apply to Declarant or its designees or assigns (which may include, without limitation, the Association).

(z) Use of Skateboards and Off-Road Vehicles. The use of skateboards and motorized scooters is prohibited in all Common Areas in the Community. The use or operation of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles (as the Board may specifically identify, in its discretion) is prohibited within Las Calinas Estates.

EXHIBIT "C"

By-Laws of Las Calinas Estates Homeowners Association, Inc.

**BY-LAWS
OF
LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

All terms in these By-Laws shall have the meanings as set forth in the Declaration of Covenants, Conditions and Restrictions (the "**Declaration**") for LAS CALINAS ESTATES HOMEOWNERS ASSOCIATION, INC. (the "**Association**").

**2
BOOKS AND PAPERS**

2.1 The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

**4
BOARD OF DIRECTORS**

4.1 After Turnover or Transition (as defined in Section 720.307, Florida Statutes,) the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

4.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed, electronically transmitted or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

4.7 Directors (including Affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.8 Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

4.10 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

4.11 If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members fourteen (14) days notice of the meeting at which the petitioned item shall be addressed. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

5

RECALL OF DIRECTORS

5.1 Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of Association control, any member of the Board or Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303 (10), Florida Statutes.

6

OFFICERS

6.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

6.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He or she shall have the general powers and duties of supervision and management of the Association which usually pertain to his or her office and shall perform all such duties as are properly required of him or her by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him or her by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of

all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He or she shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He or she shall enter on the books of the Association, to be kept by him or her for that purpose, full and accurate accounts of all monies received by him or her and paid by him or her on account of the Association. He or she shall sign such instruments as require his or her signature and shall perform all such duties as usually pertain to his or her office or as are properly required of him or her by the Board of Directors.

6.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

6.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

7

MEETINGS OF MEMBERS

7.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

7.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote ten percent (10%) of all the votes of the entire membership, or who have a right to vote ten percent (10%) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

7.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to the Owner at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided. Notice may also be provided by electronic transmission; however, a Member must consent in writing to receiving notice by electronic transmission.

7.4 The presence in person or by proxy at the meeting of Members entitled to cast at least 30% of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

7.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

7.6 Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

7.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

8 AMENDMENTS

8.1 These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of two-thirds (2/3) of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation prior to the Transition of control to the Members as provided in Section 720.307, Florida Statutes.

8.2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

9 OFFICIAL RECORDS

9.1 From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By-Laws of the Association and all amendments thereto;

- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;
- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Owners, their mailing addresses and Lot identifications. The Association shall also maintain the electronic mailing addresses and numbers designated by Members for receiving notices sent by electronic transmission of those members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmissions of notices;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one (1) year;
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
- (l) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures;
 - (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;

- (iii) All tax returns, financial statements and financial records of the Association; and
- (iv) Any other records that identify, measure, record or communicate financial information.

9.2 Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members or Lot Owners:

- (a) Any record protected by the attorney-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (b) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.
- (c) Disciplinary, health, insurance and personnel records of the Association's employees.
- (d) Medical records of Lot Owners or community residents.

9.3 The Association or its agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the association other than information or documents required by Chapter 720 to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response.

10

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

10.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs

of copying, but may not impose a requirement that a Lot Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Lot Owner's right to inspect records to less than one (1) eight-hour (8) business day per month. The Association may charge up to fifty (50) cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Lot Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

10.2 The fiscal year of the Association shall be the twelve-month (12) period commencing January 1st and terminating December 31st of each year.

10.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

10.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

10.5 Financial reports shall be prepared and delivered consistent with the requirements of Section 720.303 (6) and (7), Florida Statutes, as amended from time to time.

11 CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten percent (10%) of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect,

community Association manager, engineering and landscape architect services are not subject to the provisions of this section.

12
DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes.

Prepared by, without title evidence or title search.
and Return to:
Lynda R. Aycock, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

ASSIGNMENT OF INTERESTS, RIGHTS & DUTIES
IN AMENITIES DECLARATION

THIS ASSIGNMENT is made this 21st day of December, 2009, by LAS CALINAS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (herein "LCHA") to LAS CALINAS AMENITY CLUB ASSOCIATION, INC., a Florida not for profit corporation (herein the "ASSIGNEE").

LCHA is the homeowners' association according to Declaration of Covenants Conditions and Restrictions for the Las Calinas Amenities recorded in O.R. Book 2634, page 1142 of the public records of St. Johns County, Florida (the "Amenity Declaration") by virtue of a merger with Las Calinas Amenities Association, Inc., with LCHA being the surviving entity, by that certain Articles of Merger, recorded in O.R. Book 3161, page 921 of the public records of St. Johns County, Florida.

LCHA, ASSIGNEE and Owners (as defined in the Amenity Declaration) have now determined that the rights and interests of such Owners will be better served if the Amenity Declaration is administered and controlled by a separate entity in which all of such Owners are members and if the interests, rights and obligations of LCHA, as the named association under the Amenity Declaration, are transferred to a new community association.

ASSIGNEE has been created and formed to serve as the community association under the terms of the Amenity Declaration and to have all rights and obligations of LCHA in such Amenity Declaration. LCHA desires to assign and transfer to ASSIGNEE all of its rights, title, interest under the Amenity Declaration, including its obligations and rights of enforcement, so that ASSIGNEE will be the Association for the Owners under the terms of the Amenity Declaration. LCHA will continue to serve as the subdivision association for Lot Owners subject to the terms of the Declaration of Covenants and Restrictions for Las Calinas Unit One recorded in O.R. Book 2634, page 1170 of the public records of St. Johns County, Florida.

WITNESSETH, That LCHA, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said ASSIGNEE, the receipt and sufficiency whereof is hereby acknowledged, has assigned, transferred and conveyed, and by these presents does assign, transfer, and convey unto the said ASSIGNEE, all of its interests, rights, powers, obligations, enforcement rights, and duties whatsoever as set forth in the Amenities Declaration.

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28733682
2

PAGE 2 - SIGNATURES:

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in our presence:

[Signature]
Name printed: Michael D. Mesiano

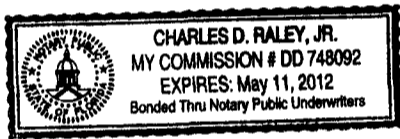
LAS CALINAS HOMEOWNERS
ASSOCIATION, INC.
a Florida corporation not-for-profit

[Signature]
Name printed: CHARLES D. RALEY, JR.

By: [Signature]
Print Name: Lewis Levi Ritz
Its: Director / President

STATE OF FLORIDA }
 }
COUNTY OF ST. JOHNS } SS

The foregoing instrument was acknowledged before me this 18 day of December, 2009,
by Lewis Levi Ritz as the PRESIDENT of Las Calinas Homeowners Association, Inc. , a
Florida corporation not for profit, on behalf of the corporation.
_____ is personally known to me.



[Signature]
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

1
H

Prepared by, without title evidence or title search.
and Return to:
Lynda R. Aycock, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

2233282
①

ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS

THIS ASSIGNMENT AND ASSUMPTION ("Assignment") is made this 21st day of December, 2009, by LAS CALINAS DEVELOPERS, LLC, a Florida limited Liability Company ("Developer's), and successor in interest and by assignment to Kensington, LLC, a Florida limited liability company, and KENSINGTON, LLC, a Florida limited liability company ("Kensington") to TAYLOR MORRISON OF FLORIDA, INC. whose address is 151 Southhall Lane, Suite 200, Maitland, Florida 32751 ("Successor").

BACKGROUND

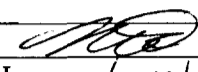

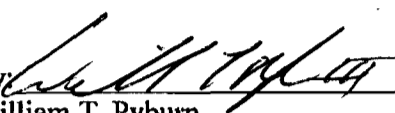
Kensington, LLC, a Florida limited liability company, is the named Declarant under the provisions of the Declaration of Covenants, Conditions and Restrictions for Las Calinas Amenities, recorded in Official Records Book 2634, page 1142, St. Johns County Records. ("Declaration"). Developer is successor in title to the Declarant, Kensington, and assignee of the rights of Declarant.

Successor is acquiring all of Developer's interest in lands subject to the Declaration and has requested that Developer and Kensington jointly assign to it all of their right, title, and interest as Declarant under the Declaration.

Now, therefore, in consideration of \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and Developer hereby assign, transfer, and set over to Successor all of their rights and privileges as "Declarant" under the provisions of the Declaration. Successor assumes the rights of Declarant, together with the obligations of Declarant under the Declaration which arise after the date of this Assignment.

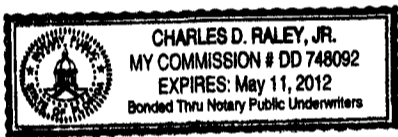
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

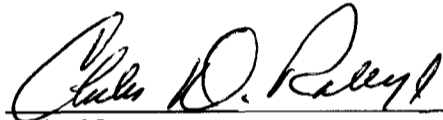
SIGNATURES ON FOLLOWING PAGES

Witnesses:	KENSINGTON, LLC, a limited liability company
 Print Name: <u>Lewis Lewis Ritzert</u>	By: The Alterra Group, LLC, a Florida limited liability company, its Manager
 Print Name: <u>Charles D. Raley, Jr.</u>	By:  William T. Pyburn Its Manager

STATE OF FLORIDA }
 }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, a limited liability company, in its capacity as the Manager of Kensington, LLC., a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.




 (Print Name _____)
 NOTARY PUBLIC
 State of _____ at Large
 Commission # _____
 My Commission Expires: _____
 Personally known _____
 or Produced I.D. _____
 [check one of the above]
 Type of Identification Produced _____

Michael D. Mesiano
Name printed: Michael D. Mesiano

LAS CALINAS DEVELOPERS, LLC
a Florida limited liability company

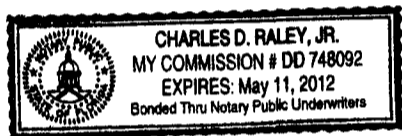
By: The Alterra Group, LLC
a Florida limited liability company
its Manager

Charles D. Raley Jr.
Name printed: Charles D. Raley Jr.

By: *William T. Pyburn*
William T. Pyburn
Its Manager

STATE OF FLORIDA }
 }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, in its capacity as the Manager of Las Calinas Developers, LLC, a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.



Charles D. Raley Jr.
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Drew Abel
Name printed: DREW ABEL

John C Tree
Name printed: John C Tree

Taylor Morrison of Florida, Inc.
a corporation

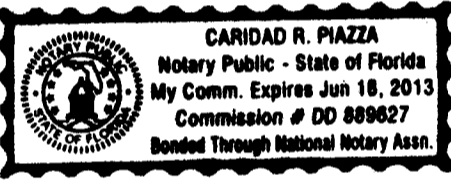
By: [Signature]

Its VICE PRESIDENT

STATE OF FLORIDA }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by JONATHAN WHITE as VPLAND of Taylor Morrison of Florida, Inc., behalf of the corporation. _____ is personally known to me.

Caridad R. Piazza
(Print Name CARIDAD R. PIAZZA)
NOTARY PUBLIC
State of FLORIDA at Large
Commission # DD 889627
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced



RETURN TO:
JOSEPH J. VAN ROOY, ESQUIRE
JOSEPH J. VAN ROOY, P.L.
6622 SOUTHPOINT DRIVE S.
SUITE 170
JACKSONVILLE, FLORIDA 32216

**ASSIGNMENT OF RIGHTS PURSUANT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS AND
CONVEYANCE OF COMMON AREA PROPERTY AND AMENDMENT OF
DECLARATION FOR LAS CALINAS AMENITIES**

THIS ASSIGNMENT AND AMENDMENT is made this 21st day of December, 2009 by LAS CALINAS HOMEOWNERS ASSOCIATION, INC., and LAS CALINAS DEVELOPERS, LLC, and joined by KENSINGTON, LLC and LAS CALINAS AMENITY CLUB ASSOCIATION, INC., and with the consent of LAKE CHARLES NAVAL STORES CO. INC., LAKE CHARLES NAVAL STORES INVESTMENT, INC. and BEAZER HOMES CORP.

WITNESSETH:

WHEREAS, Las Calinas Unit One Homeowners Association, Inc. ("Unit One Association") named in that certain Declaration of Covenants and Restrictions for Las Calinas Unit One recorded in O.R. Book 2634, page 1170 of the public records of St. Johns County, Florida (the "Unit One Declaration") is responsible for the obligations and enforcement of the Unit One Declaration;

WHEREAS, Las Calinas Amenity Association, Inc. ("Amenity Association"), named in that certain Declaration of Covenants Conditions and Restrictions for the Las Calinas Amenities recorded in O.R. Book 2634, page 1142 of the public records of St. Johns County, Florida (the "Amenity Declaration"), was responsible for the obligations and enforcement of the Amenity Declaration;

WHEREAS, Unit One Association and Amenity Association were merged, with the Unit One Association being the surviving entity, by that certain Articles of Merger, recorded in O.R. Book 3161, page 921 of the public records of St. Johns County, Florida; and the name of the Unit One Association was changed to Las Calinas Homeowners Association, Inc. ("LCHA");

WHEREAS, by virtue of the merger, LCHA is responsible for the obligations and enforcement of both the Unit One Declaration and the Amenity Declaration;

WHEREAS, it has become apparent that the communities are better served by two separate and distinct associations as originally contemplated rather than a single combined association; and

WHEREAS, Las Calinas Developers, LLC is the Declarant of the Unit One Declaration and the Class B Member of LCHA,

WHEREAS, Kensington, LLC is the named Declarant of the Amenity Declaration. Las Calinas Developers, LLC is the owner of Lots in PUD and successor developer by specific assignment from Kensington, LLC as contemplated by Article I, Section 6 of the Amenity Declaration.

WHEREAS, Las Calinas Amenity Club Association, Inc., a Florida not for profit corporation, is a new corporate entity that has been formed to be the Association named in the Amenity Declaration, to have the same members as the original Amenities Association (prior to its merger), to be responsible for performance of the terms and conditions of the Amenity Declaration, and to own and operate all of the Common Area defined in the Amenity Declaration for the benefit of the Owners of the Property (as defined in and subject to the Amenity Declaration), and for the benefit of the members of the original Amenity Association (prior to its merger), and

WHEREAS, LCHA has been duly and properly authorized to convey its right, title, and interest in the Common Areas (as defined in the Amenity Declaration) to Las Calinas Amenity Club Association, Inc.

WHEREAS, Lake Charles Naval Stores Co. Inc., Lake Charles Navel Stores Investment, Inc., and Beazer Homes Corp. are Class A members in the Las Calinas Homeowners Association, Inc. and Lot Owners subject to the terms and conditions of the Amenity Declaration (an "Amenity Club Owner", as defined below) and they execute this Agreement solely to acknowledge their consent to the actions taken herein.

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1) Las Calinas Homeowners Association, Inc. ("LCHA") hereby:
 - (a) Assigns to Las Calinas Amenity Club Association, Inc. all of its rights, duties and obligations as the named "Association" pursuant to the Amenity Declaration and agrees to deliver copies of all of the minutes and other official records of the Amenities Association, as well as any records of LCHA which pertain to the Amenity Declaration, to Las Calinas Amenity Club Association, Inc.
 - (b) Transfers all of its right, title and interest in personal property, both tangible and intangible, of the prior Amenities Association to Las Calinas Amenity Club Association, Inc..
 - (c) Quit claims to Las Calinas Amenity Club Association, Inc. its right, title and interest in any Common Area (as defined in the Amenity Declaration) that was acquired by LCHA pursuant to its merger with Las Calinas Amenities Association, Inc.

(d) Confirms that all assessments and sums payable to LCHA pursuant to the Amenity Declaration by Las Calinas Developers, LLC have been paid in full and there are no sums owed to LCHA by Las Calinas Developers, LLC pursuant to the Amenity Declaration.

2) Las Calinas Amenity Club Association, Inc. hereby accepts the transfers, assignment, and quit-claim conveyance of the Common Area and other personal property hereunder.

3) The Lot Owners subject to the terms and conditions of the Amenities Declaration (being referred to in this Amendment as the "Amenity Club Owners"), desire to amend the Amenities Declaration to declare that the Las Calinas Amenity Club Association, Inc. is and will be the named Association under the terms and conditions of the Amenities Declaration. In addition, the Amenity Club Owners hereby amend Article I, Section 1, of the Amenity Declaration to read as follows:

Section 1. "Association" shall mean and refer to ~~LAS CALINAS AMENITIES ASSOCIATION, INC.~~ LAS CALINAS AMENITY CLUB ASSOCIATION, INC., its successors and assigns.

All references to the "Association" in the Amenities Declaration and all duties and powers of, and rights of membership in, the Association shall mean and refer to Las Calinas Amenity Club Association, Inc. as set forth in the Amenities Declaration.

4) The Amenity Club Owners hereby amend Article V, Section 7 by adding the following provisions to the end of said Section 7:

During the period of Declarant's control of the Board of Directors, annual assessments for operating expenses for each Lot shall be the dividend arrived at by dividing the total anticipated operating expenses reflected in the annual budget by the total number of all Lots. Until Turnover of control of the Association, in lieu of paying annual assessments on each Lot owned by Declarant, Declarant will pay the operating expenses incurred by the Association that are not paid by annual assessments for operating expenses receivable from other Owners pursuant to the annual operating budget of the Association, as provided in Section 720.308(1), Fla. Stat. After Turnover, Declarant will pay annual assessments on each Lot owned by Declarant.

5) The Amenity Club Owners hereby amend Exhibit B to the Amenities Declaration as follows:

The Articles of Incorporation of Las Calinas Amenities Association, Inc., attached to the Amenities Declaration recorded

in Official Records Book 2634, page 1142 (beginning at page 1153), St. Johns county, Florida records are hereby deleted and the Articles of Incorporation for Las Calinas Amenity Club Association, Inc. marked Exhibit B and attached to this Amendment are substituted therefor.

[ATTACH NEW ARTICLES]

6) The first Bylaws of Las Calinas Amenity Club Association, Inc. have been adopted by the Board of Directors. Amenity Club Owners hereby delete the Bylaws of the Las Calinas Amenities Association, Inc. attached to the recorded Amenities Declaration and substitute the Bylaws adopted by the Board of Directors of Las Calinas Amenity Club Association, Inc. which are attached as Exhibit C to this Amendment.

[ATTACH NEW BYLAWS]

7) All of the signatories to this instrument hereby join in and consent to the naming and designation of Las Calinas Amenity Club Association, Inc., as the Association for the Amenities Declaration, and all of the remaining actions set forth above.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

SIGNATURES ON FOLLOWING PAGES:

[Signature]
Name printed: Lewis Levi Ritter

LAS CALINAS DEVELOPERS, LLC
a Florida limited liability company

By: The Alterra Group, LLC
a Florida limited liability company
its Manager

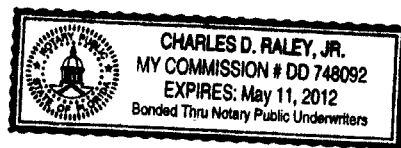
[Signature]
Name printed: CHARLES D. RALEY, JR.

By: [Signature]
William T. Pyburn
Its Manager


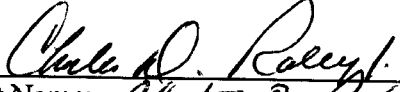
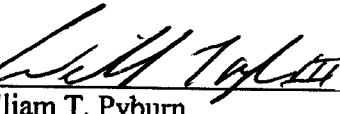
STATE OF FLORIDA }
 }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, in its capacity as the Manager of Las Calinas Developers, LLC, a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.

[Signature]
(Print Name _____)

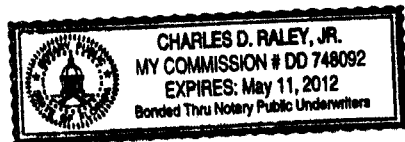


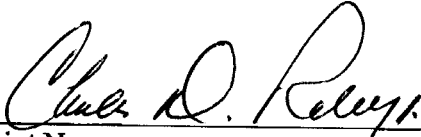
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Witnesses:	KENSINGTON, LLC, a limited liability company
 Print Name: <u>Lewis Eric Riffe</u>	By: The Alterra Group, LLC, a Florida limited liability company, its Manager
 Print Name: <u>Charles D. Raley Jr.</u>	By:  William T. Pyburn Its Manager

STATE OF FLORIDA }
 }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by William T. Pyburn, as the Manager of The Alterra Group, LLC, a limited liability company, in its capacity as the Manager of Kensington, LLC., a limited liability company, and on behalf of the limited liability company. William T. Pyburn is personally known to me.




 (Print Name _____)
 NOTARY PUBLIC
 State of _____ at Large
 Commission # _____
 My Commission Expires: _____
 Personally known _____
 or Produced I.D. _____
 [check one of the above]
 Type of Identification Produced _____

[Signature]
Name printed: Michael D. Mesiano

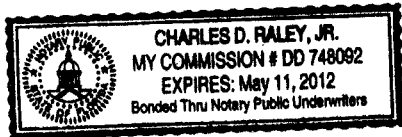
LAS CALINAS AMENITY CLUB
ASSOCIATION, INC.
a Florida corporation not-for-profit

[Signature]
Name printed: CHARLES D. RALEY, JR.

By: [Signature]
Print Name: Lewis Levi Rittler Esq
Its: Director/President

STATE OF FLORIDA }
 }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 18 day of December, 2009, by Lewis Levi Rittler Esq as the PRESIDENT of Las Calinas Amenity Club Association, Inc. , a Florida corporation not for profit, on behalf of the corporation. _____ is personally known to me.



[Signature]
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in our presence:

[Signature]
Name printed: Michael D. Mesiano

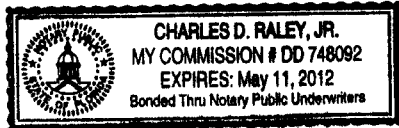
LAS CALINAS HOMEOWNERS
ASSOCIATION, INC.
a Florida corporation not-for-profit

[Signature]
Name printed: CHARLES D. RALEY, JR.

By: [Signature]
Print Name: Lewis Levi Ricketts
Its: Director / President

STATE OF FLORIDA }
 }
 } SS
COUNTY OF ST. JOHNS }

The foregoing instrument was acknowledged before me this 18 day of December, 2009,
by Lewis Levi Ricketts as the PRESIDENT of Las Calinas Homeowners Association, Inc. , a
Florida corporation not for profit, on behalf of the corporation.
_____ is personally known to me.



[Signature]
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in our presence:

Pamela Ledet
Name printed: PAMELA LEDET

Susan P. Claffey
Name printed: Susan P. Claffey

Lake Charles Naval Stores Co. Inc.
a Louisiana corporation

By: John F. White
Print Name: JOHN F. WHITE
Its: PRESIDENT

STATE OF LOUISIANA
PARISH } SS
COUNTY OF ORLEANS }

The foregoing instrument was acknowledged before me this 22 day of December, 2009,
by JOHN F. WHITE as the PRESIDENT of Lake Charles Naval Stores Co. Inc., a
Louisiana corporation, on behalf of the corporation.
JOHN F. WHITE is personally known to me.

[Signature]
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____

NATHANIEL P. PHILLIPS, III
Notary Public, No. 59430
Parish of Orleans, State of Louisiana
My Commission is issued for life.
Type of Identification Produced
My Commission is issued for life.
Parish of Orleans, State of Louisiana
Notary Public, No. 59430
NATHANIEL P. PHILLIPS, III

Signed, sealed and delivered
in our presence:

Pamela Ledet
Name printed: PAMELA LEDET

Susan P. Claffay
Name printed: Susan P. Claffay

Lake Charles Naval Stores Investment, Inc.
a Louisiana corporation

By: John F. White
Print Name: JOHN F. WHITE
Its: PRESIDENT

STATE OF LOUISIANA
PARISH }
COUNTY OF ORLEANS } SS

The foregoing instrument was acknowledged before me this 22nd day of December, 2009,
by JOHN F. WHITE as the PRESIDENT of Lake Charles Naval Stores Investment, Inc., a
Louisiana corporation, on behalf of the corporation.
JOHN F. WHITE is personally known to me.

[Signature]
(Print Name _____)
NOTARY PUBLIC
State of _____ at Large
Commission # _____
My Commission Expires:
Personally known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

NATHANIEL P. PHILLIPS, III
Notary Public, No. 59430
Parish of Orleans, State of Louisiana
My Commission is issued for life.

Signed, sealed and delivered
in our presence:

Beazer Homes Corp., a Tennessee
corporation

Name printed: _____

By: _____

Print Name: _____

Name printed: _____

Its: _____

STATE OF _____

COUNTY OF _____

} SS
}

The foregoing instrument was acknowledged before me this ____ day of December, 2009,
by _____ as the _____ of Beazer Homes Corp., a
Tennessee corporation, on behalf of the corporation.
_____ is personally known to me.

(Print Name _____)

NOTARY PUBLIC

State of _____ at Large

Commission # _____

My Commission Expires: _____

Personally known _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced

After recording, return to:

Joseph J. Van Rooy, Esq.
245 Riverside Ave. #400
Jacksonville, FL 32202



I certify the attached is a true and correct copy of the Articles of Merger, filed on February 3, 2009, for LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC. which changed its name to LAS CALINAS HOMEOWNERS ASSOCIATION, INC., the surviving Florida entity, as shown by the records of this office.

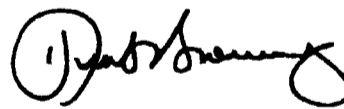
I further certify the document was electronically received under FAX audit number H09000025038. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this entity is N06000000624.

Authentication Code: 309A00003976-020409-N06000000624-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourth day of February, 2009




Kurt S. Browning
Secretary of State

(((H09000025038 3)))

ARTICLES OF MERGER

The following articles of merger are being submitted in accordance with the Florida Not For Profit Corporation Act, pursuant to section 617.1105, Florida Statutes.

FIRST: The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Las Calinas Unit One Homeowners Association, Inc.	Florida	N06000000624

SECOND: The name and jurisdiction of the **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Las Calinas Amenities Association, Inc.	Florida	N06000000628

THIRD: The Plan of Merger is attached hereto as Exhibit "A".

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: Adoption of Merger by Surviving Corporation. The plan of merger was adopted by written consent of the members having not less than the minimum number of votes necessary to authorize such action which consent was given in accordance with section 617.0701, Florida Statutes.

SIXTH: Adoption of Merger by Merging Corporation. The plan of merger was adopted by written consent of the members having not less than the minimum number of votes necessary to authorize such action which consent was given in accordance with section 617.0701, Florida Statutes.

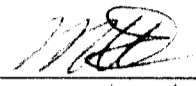
SEVENTH: Amendment to Articles of Incorporation of Surviving Corporation. Article 1 of the Articles of Incorporation of the surviving corporation shall be amended to change the name of the corporation from Las Calinas Unit One Homeowners Association, Inc. to Las Calinas Homeowners Association, Inc.

(((H09000025038 3)))

EIGHTH: SIGNATURES FOR EACH CORPORATION:

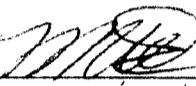
LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.

a Florida not-for-profit corporation

By: 
Name Printed: Gene Lewis Kithen III
Title: Director

LAS CALINAS AMENITIES ASSOCIATION, INC.

a Florida not-for-profit corporation

By: 
Name Printed: Gene Lewis Kithen III
Title: Director

(((H09000025038 3)))

(((H09000025038 3)))

EXHIBIT "A"

PLAN OF MERGER

The following plan of merger is submitted in compliance with section 617.1101, Florida Statutes, and in accordance with the laws of any other applicable jurisdiction of incorporation:

1. The name and jurisdiction of the **surviving** corporation:

<u>Name</u>	<u>Jurisdiction</u>
LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.	Florida

- The name and jurisdiction of the **merging** corporation:

<u>Name</u>	<u>Jurisdiction</u>
LAS CALINAS AMENITIES ASSOCIATION, INC.	Florida

2. The terms and conditions of the merger are as follows:

From and after the merger, Las Calinas Unit One Homeowners Association, Inc. shall be the "Association" referred to in that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2634, page 1142 of the public records of St. Johns County, Florida, and shall also be the "Association" referred to in that certain Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 2634, page 1170 of the public records of St. Johns County, Florida.

3. From and after the merger, all assets and property of the merging corporation shall automatically and immediately become that of the surviving corporation.
4. From and after the merger, the directors of the surviving corporation shall be:

Lewis Levi Ritter, IV
1279 CR 210 West
Jacksonville, FL 32259

Michael D. Mesiano
1279 CR 210 West
Jacksonville, FL 32259

William T. Pyburn, III
1279 CR 210 West
Jacksonville, FL 32259

(((H09000025038 3)))

4
49

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LAS CALINAS UNIT ONE**

601515
49

THIS DOCUMENT PREPARED
BY AND RETURN TO:

Frank E. Miller, Esq.
Pappas Metcalf Jenks & Miller, PA
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

RET →

INDEX

ARTICLE I
MUTUALITY OF BENEFITS AND OBLIGATIONS

- Section 1.1 Mutuality.
- Section 1.2 Benefits and Burdens.

ARTICLE II
DEFINITIONS

- Section 2.1 Architectural Guidelines.
- Section 2.2 Association.
- Section 2.3 Board.
- Section 2.4 Building Envelope.
- Section 2.5 Common Area.
- Section 2.6 Developer.
- Section 2.7 Development Area.
- Section 2.8 Limited Common Area.
- Section 2.9 Lot.
- Section 2.10 Owner.
- Section 2.11 Property or Subdivision.
- Section 2.12 PRD.
- Section 2.13 PRD Master Development Plan.
- Section 2.14 Reserve Area.
- Section 2.15 Stormwater System Lakes.
- Section 2.16 Subdivision Roads.
- Section 2.17 Surface Water or Stormwater Management System.
- Section 2.18 Permanent Vegetative Natural Buffers
- Section 2.19 Landscape Buffers

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

- Section 3.1 No Implied Extension of Covenants.
- Section 3.2 Additional Lands.
- Section 3.3 Withdrawal of Lands.

ARTICLE IV
THE ASSOCIATION

- Section 4.1** **Membership.**
- Section 4.2** **Classes and Voting.**

ARTICLE V
COMMON AREA RIGHTS

- Section 5.1** **Conveyance of Common Area.**
- Section 5.2** **Owners' Easement of Enjoyment.**
- Section 5.3** **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.**
- Section 5.4** **Maintenance of Common Area.**
- Section 5.5** **Easement for Access, Drainage and Maintenance Purposes.**

ARTICLE VI
ARCHITECTURAL CONTROL

- Section 6.1** **Preservation of Beauty.**
- Section 6.2** **Architectural Review Committees.**
- Section 6.3** **Powers and Duties of the NCC and the MC.**
- Section 6.4** **Procedure for Approval of Plans.**
- Section 6.5** **Limitation on Liability.**

ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

- Section 7.1** **Creation of the Lien and Personal Obligation of Assessments.**
- Section 7.2** **Purpose of Assessments.**
- Section 7.3** **Calculation and Collection of Assessments.**
- Section 7.4** **Effect of Non-Payment of Assessments: Lien, Personal Obligation and Remedies of Developer.**
- Section 7.5** **Subordination of Lien to Mortgages.**
- Section 7.6** **Developer's Assessments.**
- Section 7.7** **Required Capital Contributions.**

ARTICLE VIII
EXTERIOR MAINTENANCE

- Section 8.1** **Exterior Maintenance.**
- Section 8.2** **Assessment of Costs.**
- Section 8.3** **Access.**

ARTICLE IX
UTILITY PROVISIONS

- Section 9.1 Water System.**
- Section 9.2 Sewage System.**
- Section 9.3 Garbage Collection.**
- Section 9.4 Utility Service.**

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

- Section 10.1 Building Envelopes.**
- Section 10.2 Reserve Area.**
- Section 10.3 Common Area.**
- Section 10.4 Detached and Attached Garages and Accessory Structures.**
- Section 10.5 Setbacks.**
- Section 10.6 Recreational Vehicles, Boats, Farm Equipment, Trailers, Trucks, etc.**
- Section 10.7 Nuisances.**
- Section 10.8 Aerials and Antennae.**
- Section 10.9 Lakes.**
- Section 10.10 Casualty Damage.**
- Section 10.11 Trees and Landscaping.**
- Section 10.12 Vegetation.**
- Section 10.13 Maintenance of Lots.**
- Section 10.14 Miscellaneous Objects.**
- Section 10.15 Lighting.**
- Section 10.16 Maintenance of Lots and Limited Common Areas.**
- Section 10.17 Fences.**
- Section 10.18 Common PRD.**
- Section 10.19 Compliance with Laws.**
- Section 10.20 Platting and Additional Restrictions.**
- Section 10.21 Regulated Areas and Permits.**

ARTICLE XI
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

- Section 11.1 Easement for Ingress, Egress, Utilities and Drainage.**
- Section 11.2 Drainage Flow.**
- Section 11.3 Future Easements.**
- Section 11.4 Cable Television or Radio.**
- Section 11.5 Easement for Maintenance Purposes.**
- Section 11.6 Developer Rights Re: Temporary Structures, Etc.**

ARTICLE XII
RIGHTS AND EASEMENTS GRANTED BY DEVELOPER

- Section 12.1 Easement for Ingress and Egress over Roadways.**
- Section 12.2 Rights to Restrict Access.**
- Section 12.3 Rights of Developer to Alter Roadways.**

ARTICLE XIII
GENERAL PROVISIONS

- Section 13.1 Remedies for Violations.**
- Section 13.2 Additional Restrictions.**
- Section 13.3 Titles.**
- Section 13.4 Termination or Amendment.**
- Section 13.5 Conflict or Ambiguity in Documents.**
- Section 13.6 Usage.**
- Section 13.7 Effective Date.**
- Section 13.8 Disclaimers as to Water Bodies.**

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LAS CALINAS UNIT ONE**

THIS DECLARATION is made this ____ day of January, 2006, by **GMAC MODEL HOME FINANCE, INC.**, a Virginia corporation (the "Developer"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Developer and which Lennar Homes, Inc., a Florida corporation, has an option to purchase from Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration of Covenants and Restrictions (the "Declaration"), which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFITS AND OBLIGATIONS**

Section 1.1 **Mutuality.** The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens.** Every person who is an Owner does by reason of taking title to land located within the Property agrees to all terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II
DEFINITIONS**

The following words, when used in this Declaration, shall have the following meanings:

Section 2.1 **Architectural Guidelines.** The governing document which establishes architectural standards and guidelines for improvements and modifications to Lots, including but not limited to, landscaping and objects or structures on Lots. A copy of the Architectural Guidelines shall be provided to each Owner upon taking title to the Lot, and by this reference are incorporated herein.

Section 2.2 **Association.** The Las Calinas Unit One Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and the Bylaws are attached as Exhibits "B" and "C" respectively.

Section 2.3 **Board.** The Board of Directors of the Association.

Section 2.4 **Building Envelope.** The portion of each Lot depicted on any plat of any portion of the Property recorded in the public records of St. Johns County, Florida, as being usable for a residential dwelling.

Section 2.5 **Common Area.** "Common Area" shall mean and refer to all property and any interest therein (including the improvements thereto), if any, owned by the Association or shown on the PRD Master Development Plan or as depicted on any plat of any portion of the Property or any property annexed thereto as common areas or any easements granted to the Association, which are for the common use and enjoyment of the Owners. The Developer may hereafter convey portions of the Property to the Association to constitute additional Common Areas but shall have no obligation to do so.

Section 2.6 **Developer.** The Developer is GMAC Model Home Finance, Inc., a Virginia corporation, and its successors and such of its assigns to which the rights of Developer hereunder are specifically assigned. Developer may assign, in its sole discretion, all or only a portion of such rights in connection with portions of the Property. For so long as Lennar Homes, Inc. ("Builder") has an option to purchase Lots from Developer, Developer shall assign its duties and responsibilities as Developer hereunder to Builder. Builder hereby agrees to perform all duties and responsibilities of Developer under this Declaration. Developer may terminate the duties and responsibilities of Builder at any time by recording a termination thereof in the public records, executed solely by the Developer.

Section 2.7 **Development Area.** That portion of the Property depicted on the PRD Master Development Plan or as depicted on any plat of any portion of the Property recorded in the public records of St. Johns County, Florida as "Development Area".

Section 2.8 **Limited Common Area.** The Limited Common Area shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty feet (20') of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Board of Directors of the Association.

Section 2.9 **Lot.** Any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 2.10 **Owner.** The record owner or owners of any Lot.

Section 2.11 **Property or Subdivision.** The real property described on Exhibit "A" and such additions and deletions thereto as may be made in accordance with the provisions of Section 3.2 and 3.3 of this Declaration.

Section 2.12 **PRD.** Planned Rural Development Ordinance Number _____, as recorded in Official Records Book _____, Page _____ of the public records of St. Johns County, Florida, as enacted by the Board of the County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.13 **PRD Master Development Plan.** The master land use plan attached to and made part of the PRD. As the PRD Master Development Plan is a conceptual plan, if there is any conflict between the designations shown on the PRD Master Development Plan and any plat of any portion of the Property, the plat shall control.

Section 2.14 **Reserve Area.** The portion of each plat not designated as a Lot of any portion of the Property recorded in the public records of St. Johns County, Florida, as being used for any accessory purposes, more particularly specified in Section 10.2 hereinafter.

Section 2.15 **Stormwater System Lakes.** Those certain lakes located on portions of the Property that make up the Surface Water or Stormwater Management System, as shown on the PRD Master Development Plan.

Section 2.16 **Subdivision Roads.** The main roads of the Subdivision as shown on the PRD Master Development Plan as “_____”, “_____”, and _____.

Section 2.17 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within or serving the property 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 Surface Water or Stormwater Management Systems shall be deemed to be part of the Common Area.

Section 2.18 **Permanent Vegetative Natural Buffers.** Except as permitted by St. Johns County or the District, there shall be a twenty five (25) foot permanent vegetative natural buffer in the location shown as such on the Plat. The buffers are part of the Surface Water or Stormwater Management System and are regulated by both St. Johns County and the District. The following activities are prohibited within the buffers: filling or excavation; planting, sodding, or removing vegetation; irrigation; or construction of fences which impede the flow of surface water. No alteration of any portion of the buffer shall be authorized without the District’s prior written approval. Any damage to any buffer shall be authorized without the District’s prior written approval. Any damage to any buffer, whether caused by natural or human-induced phenomena, shall be repaired and the buffer returned to its former condition as soon as possible by the Owner of the Lot on which the buffer is located, at the sole cost and expense of such Owner.

Section 2.19 **Landscape Buffers.** Any and all areas depicted on the plat as Landscape Buffers, Landscape Tracts, or Landscape/Drainage Tracts which are adjacent to the Access Boulevard contemplated to be called Las Calinas Boulevard (“Las Calinas Boulevard”) shall

remain in their natural undisturbed condition except as required by the Developer and or Association to construct, maintain or improve drainage ditches and ponds, roads, banks of roads, utility/drainage easements and planted buffers on the banks of roads and along ponds and around the amenity center. The Developer and Association shall endeavor to limit impacts to Landscape Buffers, Landscape Tracts and Landscape/Drainage Tracts. No Owner shall be entitled to encroach upon, disturb, cut or trim vegetation within the Landscape Buffers, Landscape Tracts or Landscape/Drainage Tracts. Landscape Buffers, Landscape Tracts and Landscape/Drainage Tracts are specifically not a part of any surface water or stormwater management system and shall not be regulated by the St. Johns River Water Management District.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration; (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration; and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (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 (b) the owners of property within additional lands made subject to this Declaration (or its assessment provisions), shall be responsible for their pro-rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV
THE ASSOCIATION

Section 4.1 **Membership.** Each Owner, including the Developer (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting.** The Association shall have two (2) classes of membership.

(a) **Class A Members.** The Class A Members shall be all Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The Class B Member shall be the Developer who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and be converted to Class A Membership on the date which is three (3) months following the date that ninety percent (90%) of the Lots have been conveyed to Owners other than the Developer.

ARTICLE V
COMMON AREA RIGHTS

Section 5.1 **Conveyance of Common Area.** At such time as the Developer shall determine in its sole discretion, all of the Common Area owned by the Developer shall be conveyed or assigned to the Association, and the Association shall accept such conveyance or assignment.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area (for its intended purpose), which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner) to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) All provisions of this Declaration, any plat of all or any portion of the Property, governmental restrictions, including the provisions of the PRD or any environmental permit;

(c) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(d) The rights of the Developer under Section 5.3 to add or to withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record as of the date of recordation of this Declaration or contained in this Declaration; and

(f) Conservation easements or similar restrictions to which the Common Area, or portions thereof, may be subjected by the Developer or the Association after the date of this Declaration.

Section 5.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, 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 5.3, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. 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. 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. 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. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.5 hereof, or subsequently designated as such by the Developer pursuant to Section 2.5 hereof and this Section 5.3, even if the Developer consents or acquiesces to the use of such land by the Owners. 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 5.3, 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 conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Section 5.4 **Maintenance of Common Area.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the road surfaces, landscaping, improvements and other structures (except utilities owned and maintained by public or private utility companies providing

electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Areas, if any. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District (the "District"). All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expenses of the Association to be collected and paid in the manner prescribed by this Declaration. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the District.

Section 5.5 **Easement for Access, Drainage and Maintenance Purposes.** The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a non-exclusive perpetual easement in, on over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, or other portions of the Property to be maintained by the Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration. The Association shall also have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair such system. By this easement, the Association shall have the right to enter upon any portion of the any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1 **Preservation of Beauty.** In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VI, and every Owner agrees to be bound hereby.

Section 6.2 **Architectural Review Committees.** The Construction of improvements on the Property shall be approved and supervised by one of two (2) architectural review boards:

(a) The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by the Developer. The NCC shall review and approve all such initial construction, whether

performed by Developer, a builder to whom Developer has conveyed one or more Lots, or an Owner.

(b) The Modifications Committee (“MC”) is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be appointed by Developer.

(c) The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction (the foregoing is hereinafter referred to as “New Construction”). Thereafter, any modifications to the New Construction, including, without limitation, the construction of any building, fence, wall, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, well enclosure, irrigation system, landscaping modification, solar energy system, satellite dish, disposal system, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, Jacuzzi, awning, shelter and gates (hereinafter collectively referred to as “Proposed Modification”) shall be reviewed and approved by the MC.

Section 6.3 **Powers and Duties of the NCC and MC.** The NCC and MC shall have the following powers and duties:

(a) To promulgate Architectural Guidelines. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Guidelines by the NCC in the case of New Construction or by the MC in the case of a Proposed Modification, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

(b) To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications, and to the extent that NCC or the MC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it so specifies.

(c) To approve or disapprove New Construction or a Proposed Modification, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

(d) Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or a Proposed Modification might meet the general requirements delineated in Article VI hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

(e) If any New Construction or a Proposed Modification shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the New Construction or a Proposed Modification to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

(f) Any Owner making, or causing to be made, New Construction or a Proposed Modification agrees and shall be deemed to have agreed, for such Owner and his or her heirs, personal representatives, successors and assigns, to hold the NCC, MC, Association, Developer and all other Owners harmless from any liability, damage to the Property and from expenses arising from or out of the construction and installation of any New Construction or Proposed Modification and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or a Proposed Modification meets with all applicable governmental approvals, rules and regulations.

(g) The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

Section 6.4 **Procedure for Approval of Plans.** The NCC or the MC shall approve or disapprove the preliminary and final applications for New Construction or a Proposed Modification within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, such plans shall be deemed approved. However, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

Section 6.5 **Limitation on Liability.** Developer, Developer's affiliates, the Association, its officers, the Board, the NCC, the MC, the Association's management agent, any committee, or any member of any of the foregoing shall not be held liable for the approval of, disapproval of, or failure to approve or disapprove any plan; soil conditions, drainage, or other general site work, any integrity, financial condition, or quality of work of any contractor or its subcontractors, employees, or agents, whether or not Developer has approved or featured such contractor as a builder in the Subdivision, or any injury, damages, or loss arising out of the manner or quality or other circumstances of approved construction on or modifications to any Lot.

ARTICLE VII
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessment as made, and the same shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

7.2.1. The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles or the Bylaws. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro-rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

- (a) All Lot Owners, other than Developer, shall pay an equal share of annual and special assessments which shall be established at a uniform rate per Lot.
- (b) The assessment obligations of each Owner other than Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in the manner

established by the Board of Directors at the time such Assessments are authorized.

Section 7.4 **Effect of Non-Payment of Assessments: Lien, Personal Obligation and Remedies of Developer.** The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the cost of collection incurred by the Association, or such Owner, which shall specifically include, without limitation reasonable attorneys' fees for trial and appeal.

Section 7.5 **Subordination of Lien to Mortgages.** The lien of assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

Section 7.6 **Developer's Assessments.** During the Development Period (as hereinafter defined), the Lots and other portions of the Property owned by the Developer shall not be subject to any annual assessments or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Developer shall pay the balance of the actual operating expenses of the Association remaining after the levying and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the recordation of this Declaration in the current public records of St. Johns County, Florida, and shall continue until such earlier date as the Developer shall determine in its sole discretion. Upon termination of the Development Period, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be

obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

Section 7.7 **Required Capital Contributions.** Upon the initial conveyance of any Lot on which a home has been constructed, the grantee of such conveyance shall pay the Association the sum of Three Hundred and No/100 Dollars (\$300.00) ("Capital Contribution"). The Association may use any Capital Contribution for any of the purposes authorized by this Declaration.

ARTICLE VIII **EXTERIOR MAINTENANCE**

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot requiring same, when necessary in the sole discretion of the Association's Board of Directors, to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, exterior building surfaces, yard clean-up and yard maintenance. Each affected owner shall have thirty (30) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessment of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in the opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees', and costs of collection, as provided for in Section 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE IX **UTILITY PROVISIONS**

Section 9.1 **Water System.** Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more wells and associated equipment for potable water service for all improvements constructed upon each Lot.

Section 9.2 **Sewage System.** Each Owner shall be obligated to install and maintain, at the sole cost and expense of the Owner, one or more septic tanks and associated drain fields and equipment for sanitary sewage service for all improvements constructed upon each Lot. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch, canal or roadway. All septic tanks and drain fields shall be located in the rear portion of the Lot, and shall be subject to review and approval pursuant to Article VI of this Declaration. In no event, however, shall any septic tanks and drain fields be permitted to be located in the front and side portions of a Lot.

Section 9.3 **Garbage Collection.**

(a) Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by St. Johns County, Florida. Each owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

(b) Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 9.4 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, telephone, cable television, and any other utility services for service to such Lot. With the exception of electric utility lines, all telephone lines and connections between the main utility line located in the public right-of-way and the residence and other buildings located on each Lot shall be located underground or concealed from public view.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Building Envelopes.** Permitted construction within each Building Envelope includes residential dwellings consisting of conventional homes and modular homes, subject to the approval of the NCC, except that one or more Building Envelopes may be used for sales and construction facilities and model homes during the development and sale of Lots within the Property. Mobile Homes are permitted to be placed within a Building Envelope only for a period not to exceed two (2) years from the date on which the first Owner following recording of the plat takes record title to the Lot, subject to the prior written approval of the Developer, which approval shall not be unreasonably withheld. The NCC or MC shall consider, in its sole discretion, such criteria including, but not limited to, size, color, age, make, model, condition, and the like for such mobile homes. In all cases, and at all times, any mobile home previously approved shall be maintained in a neat and attractive condition and be in as good repair and in substantially the same mechanical and aesthetic condition as such mobile home was on the date

of initial approval. No such mobile homes shall be rented or leased to any party. The maximum height of all residential structures is limited to thirty-five feet (35'). Except as otherwise permitted by the PRD, no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof, except home occupations consistent with the provisions of the St. Johns County Land Development Code. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer. Each detached single family residence constructed within the Building Envelope is subject to the approval of the NCC.

10.1.1 **Mailboxes.** Mailboxes for each residence shall be located adjacent to each driveway, and shall prominently display the street address number of the Lot. The materials and style of the mailboxes must be consistent with the style and materials of the main dwelling structure, and shall not exceed a width of two feet by two feet (2' x 2'), and a height of four feet (4').

Section 10.2 **Reserve Area.** The Reserve Areas as shown on the PRD Master Development Plan (or as it may be superseded by a subsequently recorded plat) may be used for accessory structures, buffers, conservation and vegetative natural buffer easements or mitigation areas, agricultural, silvicultural, retention, docks, boardwalks, aquacultural, livestock, horses, and other animals, recreation, or open space purposes. No residential dwelling structures shall be constructed within any Reserve Area pursuant to this Section 10.2. Barn structures shall be permitted only in Reserve Area located in the rear portion of each Lot. Barn structures shall not exceed thirty-nine and one-half feet (39 ½') in height. Wells, septic tanks and drain fields shall be located within the rear portion of each Reserve Area so as to permit proper separation between such uses.

Section 10.3 **Common Area.** The Common Area shall be used solely for roadways, drainage facilities serving the Lots, and for recreation or open space purposes; provided however, timber may be harvested from the Common Area except where prohibited by a conservation easement or similar restriction. No residential dwellings shall be constructed within any portion of the Common Area.

Section 10.4 **Detached and Attached Garages and Accessory Structures.** Every residence constructed shall have an attached or detached garage, or other vehicle storage area approved by NCC. All garages and other vehicle storage areas shall contain at least enough space to park two (2) full size automobiles or sport utility vehicles. It is preferred that garages have a side entry relative to the orientation of the associated residential dwelling, and may be located in the front or rear portions of the Lot. Alternative garage designs may be permitted, subject to the approval of the NCC or MC, as applicable, in its sole discretion. Accessory buildings and uses must be located in the rear portion of the Lot.

Section 10.5 **Setbacks.** Notwithstanding the following setbacks, all residential dwellings must be located within the Building Envelope, and all of the following setbacks shall be measured from the exterior wall of the dwelling structure to the applicable Lot boundary as

shown on the plat of all or any portion of the Property recorded in the public records of St. Johns County, Florida, and as stated in the PRD.

10.5.1 **Easement Areas.** No structure shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by this Declaration.

Section 10.6 **Recreational Vehicles, Boats, Farm Equipment, Trailers, Trucks, etc.** No recreational vehicles, boats, farm equipment, trailers, trucks, or other motor vehicles, except four (4) wheel passenger automobiles, and except as otherwise permitted by the Declaration, shall be placed, parked or stored within the front portion of any Lot. All boats, recreational vehicles, trucks, trailers, tractors, or other motor vehicles shall be parked in the rear portion of the Lot. No maintenance or repair shall be performed upon any recreational vehicle, boat, farm equipment, trailer, truck, or motor vehicle except within a building or in the rear portion of the Lot. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in the area designated by the Developer.

Section 10.7 **Nuisances.** Nothing shall be done or maintained on any Lot which may or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 **Aerials and Antennae.** Subject to the rules and regulations promulgated by the Federal Communications Commission (the "FCC") from time to time, all aerials, antennae and satellite dishes should be placed, to the extent feasible, in locations that are not visible from the street, so long as such placement does not impair reception, permits reception of an acceptable quality signal, and does not cause the Owner to incur an unreasonable expense. If an acceptable signal can only be obtained from a location that is visible from the street, the Association reserves the right to require adequate screening or painting of said aerials, antennae and satellite dishes to minimize visual intrusion, provided that such screening does not interfere with the signal or cause the owner to incur an unreasonable expense. Notwithstanding any provision herein, and to insure the aesthetic quality and protect the value and desirability of the Property, it is suggested and preferred that all aerials, antennae and satellite dishes be placed in the exterior portion of the Lot and be reasonably screened from public view.

Placement of an aerial, antenna or satellite dish in a non-preferred location, other than the exterior portion of a Lot, could result in such Owner being required to relocate the aerial, antenna or satellite dish to a preferred location, at Owner's sole cost and expense.

Section 10.9 **Lakes.** Only the Developer and the Association shall have the right to pump or otherwise remove any water from the Stormwater System Lakes, for the purpose of

irrigation or other use, or to place any refuse therein. The Developer and the Association shall have the sole and absolute right and, the Association shall have the obligation to control the water level of the Stormwater System Lakes, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi therein. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Drainage flow to or from the Stormwater System Lakes shall not be obstructed or diverted, except by the Association. No boat, watercraft, or any related water transportation or recreational vehicle or device, whether manually powered, motorized, electric, gas powered, or otherwise, shall be permitted to be operated on any Stormwater System Lake, except by the Association in connection with the maintenance of the Surface Water or Stormwater Management System. Owners of Lots upon which portions of the Stormwater System Lakes are located ("Lake Parcels") (the "Lake Parcel Owners") shall maintain the embankment of the portion of the Stormwater System Lakes located on their respective Lake Parcels so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to each Stormwater System Lake, and the height, grade and contour of the embankment of each shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation of a Stormwater System Lake shall be maintained and controlled by the Lake Parcel Owner pursuant to the requirements of Sections 10.13 and 10.16 hereof. If a Lake Parcel Owner fails to maintain the embankment or shoreline vegetation as part of the its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform such maintenance work which may be reasonably required, all at the expense of the Lake Parcel Owner pursuant to the provisions of Article VII of this Declaration. Title to any Lake Parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on embankments of the Stormwater System Lakes unless and until the same shall have been approved by the NCC or MC, as the case may be. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any Stormwater System Lake. The use of the surface waters of any Stormwater System Lake shall be subject to the rights granted to other persons pursuant to the rules and regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 10.9 HEREOF.

Section 10.10 **Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner thereof shall remove all debris immediately and restore the Lot to an orderly condition within a reasonable time, not to exceed sixty (60) days from the date of such damage.

Section 10.11 **Trees and Landscaping.** Except for pine trees, no tree or shrub, the trunks of which exceed six inches (6") in diameter one foot (1') above the ground, shall be cut down, destroyed or removed from any Lot without the prior written consent of the Developer. Each Owner is obligated to plant a minimum of fifteen (15) trees, the trunks of which must be at least two inches (2") in diameter at breast height, and sod with St. Augustine or Floratam sod, a minimum of fifty percent (50%) of the portion of the Reserve Area between the edge of the

pavement of the respective Subdivision Road and the Lot. Mulch and other ground cover is encouraged in the remaining un-sodded portion of the Reserve Area described in this Section.

Section 10.12 **Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer, the NCC or MC, as the case may be. In addition to the obligations set forth in Section 10.11, each Owner may install sod, plants, shrubs and other vegetation in the Reserve Area.

Section 10.13 **Maintenance of Lots.** Lots shall at all times be maintained in a neat and attractive condition and all landscaping shall be maintained in a neat, attractive and orderly manner, including regular maintenance of grass, plants, plant beds, trees, turf and proper irrigation, all in a manner and with such frequency as is consistent with good property management.

Section 10.14 **Miscellaneous Objects.** No objects, including but not limited to, signs of any kind, flagpoles, trash cans or the like, shall be displayed in public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association. Recycling bins are permitted in accordance with Section 9.3. This Section shall not be construed to prohibit the respectful display of one (1) American Flag on each Lot.

Section 10.15 **Lighting.** No lighting shall be permitted on any Lot that alters the character of the Subdivision. Exterior or overhead lighting shall be permitted in the rear portion of a Lot, subject to the approval of the NCC or MC, but in no event shall installation of overhead lighting be permitted in the front and side portions of each Lot.

Section 10.16 **Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and Limited Common Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner and with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot or Limited Common Area for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his or her Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 **Fences.** Chain link fences are prohibited on any portion of the Property. No fence shall be located closer than seventy feet (70') from the edge of the pavement of the Subdivision Roads. Any fence that is placed parallel to a Subdivision Roads, shall be landscaped with, at a minimum, five (5) gallon plants, which shall be planted every twelve inches (12") on center. Such landscaping shall be maintained in a manner and with such frequency as is consistent with good property management and in accordance with Sections 10.13 and 10.16 herein. Subject to the restrictions of this Section 10.17, the following types of fences shall be permitted:

(a) **Privacy Fence.** This fence type shall be four feet (4') in height, picket design, constructed of cedar or cypress, and may not be painted.

(b) **Animal Control.** This fence type is typically used for animal control and to define boundary lines of a Lot, or enclose the Lot, without obscuring views, and shall be subject to the following:

- i) Height shall not exceed four feet (4');
- ii) Four inch (4") square or three inch (3") round posts shall be placed every four feet (4') on center along the entire length of the fence; such posts shall be attached to the fence, perpendicular to the ground, and shall be set in the ground a minimum of one foot (1');
- iii) Interior fence material and design shall consist of three (3) one inch by six inch (1" by 6") black board runners; such board runners shall be placed at the top, middle and bottom of the fence, a minimum of eight inches (8"), but no more than ten inches (10") apart, and shall run along the entire length of the fence, provided however, that the bottom board runners are placed six inches (6") from the ground, and the top board runners are placed level across the entire length of the fence, without regard to the natural grade of the land.

Owners are encouraged to cooperate with one another in the placement and design of their fencing so as to present a unified, contiguous and complementary appearance.

Section 10.18 **Common PRD.** Due to the integrated nature of the Property and the lands described by the PRD, no Owner, or any other person or entity shall construct any improvements upon any Lot or any other portion of the Property, nor take any other action, which in the sole opinion of the Developer, would result in a modification of the terms and provisions of the PRD, as the same may be amended from time to time, without the prior written consent of the Developer. Information concerning the requirements for amending or changing the PRD may be obtained from the St. Johns County, Florida Planning Department. All amendments or changes to the PRD are subject to the approval of St. Johns County, Florida.

Section 10.19 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the PRD, and all environmental, land use, marketing

and consumer protection ordinances, statutes, regulations and permits applicable to the Property or to any improvements constructed thereon.

Section 10.20 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Developer.

Section 10.21 **Regulated Areas and Permits.**

10.21.1 **Conservation Easement Areas.** PURSUANT TO THE PROVISIONS OF SECTION 704.06, FLORIDA STATUTES, DEVELOPER HAS GRANTED OR WILL GRANT TO THE DISTRICT A CONSERVATION EASEMENT IN PERPETUITY OVER THE PROPERTY DESCRIBED IN THE CONSERVATION EASEMENT WHICH IS OR WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA (THE "CONSERVATION EASEMENT"). DEVELOPER HAS GRANTED OR WILL GRANT THE CONSERVATION EASEMENT AS A CONDITION OF PERMIT NUMBER 4-109-71374-2 ISSUED BY THE DISTRICT (THE "PERMIT"), SOLELY TO OFFSET ADVERSE IMPACTS TO NATURAL RESOURCES, FISH AND WILDLIFE AND WETLAND FUNCTIONS.

10.21.2. **Environmental Permits and Restrictions.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE PERMIT AND THE CONSERVATION EASEMENT. THE PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ARMY CORPS OF ENGINEERS ("ACOE") OR THE DISTRICT OR BY THE 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 THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION EASEMENT AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND THE CONSERVATION EASEMENT AND FOR ANY REASON, THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING OUT OF OR IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION, ALL COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION EASEMENT AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DISTRICT.

NOTWITHSTANDING ANY OTHER PROVISIONS CONTAINED ELSEWHERE IN THIS DECLARATION, THE ACOE AND THE DISTRICT SHALL EACH HAVE THE RIGHTS AND POWERS ENUMERATED IN THIS PARAGRAPH. THE ACOE AND THE DISTRICT SHALL HAVE THE RIGHT TO ENFORCE, BY A PROCEEDING AT LAW OR IN EQUITY, THE PROVISIONS CONTAINED IN THIS DECLARATION WHICH RELATE TO THE PERMITS AND THE JURISDICTIONAL LANDS SUBJECT TO THE REGULATIONS OF THE ACOE OR DISTRICT. ANY AMENDMENTS TO THIS DECLARATION WHICH AMENDS THE RESPONSIBILITIES OR OBLIGATIONS OF THE PARTIES WITH RESPECT TO THE REFERENCED PERMIT, MUST HAVE PRIOR WRITTEN APPROVAL OF THE ACOE AND DISTRICT, AS APPLICABLE. IN THE EVENT THAT THE ASSOCIATION IS DISSOLVED, PRIOR TO SUCH DISSOLUTION, ALL RESPONSIBILITY RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, THE PERMITS AND THE CONSERVATION EASEMENT AREAS MUST BE ASSIGNED TO AND ACCEPTED BY AN ENTITY APPROVED BY THE ACOE AND THE DISTRICT.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easement for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use electric, telephone and street lighting equipment or other public conveniences or utilities on, in and over (1) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot ten feet (10') in width along the front, rear and side portions of each Lot.

Section 11.2 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on any plat of all or any portion of the Property, or reserved in this Declaration.

Section 11.3 **Future Easements.** Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots within

the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under, across and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Cable Television or Radio.** Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any plat of all or any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easement for Maintenance Purposes.** The Developer reserves for itself, and grants to the Association, and their respective agents, employees, successors or assigns, easements in, on over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which it may be required to be performed by the Developer or the Association.

Section 11.6 **Developer Rights Re: Temporary Structures, Etc.** Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model homes and/or other structures upon Lots owned by the Developer, which may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

ARTICLE XII **RIGHTS AND EASEMENTS GRANTED BY DEVELOPER**

Section 12.1 **Easement for Ingress and Egress over Roadways.** All Owners and their guests, invitees, agents and employees, and all delivery, pickup and fire protection services, police, and other authorities of the law, United States mail carriers, representatives of the utilities authorized by the Association to serve the Property, holders of mortgage liens on any portion of the Property and such other persons as the Developer or the Association may designate from time to time, shall have the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all roadways depicted on the plat of any portion of the Property (the "Roadways"). To the extent that additional lands are made subject to this Declaration pursuant to Section 3.2 hereof, the easement granted hereby may be expanded to include additional Roadways by specific reference thereto contained in one or more Supplementary Declaration referenced in Section 3.2 hereof.

Section 12.2 **Rights to Restrict Access.** Notwithstanding the provisions of this Declaration to the contrary, the Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Association may create or participate in a disturbance or nuisance on any part of the Property or on any land owned by the Developer which is adjacent to or near the Property. The Developer

and the Association shall have the right, but no obligation, from time to time, to control and regulate all types of traffic on the Roadways and common trails referenced in this Article XII including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles, golf carts and “gocarts”) which in the sole opinion of the Developer or the Association would or might result in damage to the Roadways, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any portion of such Roadways. The Developer and the Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any portion of the Property, if the location of the same will in the sole judgment and opinion of the Developer or the Association, obstruct the vision of a motorist upon any of the Roadways referenced in this Article. In the event and to the extent that the Roadways or easements over and across the Roadways for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 12.1 thereafter shall be of no further force or effect.

Section 12.3 **Rights of Developer to Alter Roadways.** Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property, to dedicate to the public all or any part of the Roadways and all or any part of the easements reserved herein or on any plat of any portion of the Property. In addition, Developer shall have the right to redesignate, relocate or terminate any of the easement areas described in Section 12.1 and Section 12.2 without the consent or joinder of any party so long as no Lot is denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 **Remedies for Violations.** If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party or parties, reasonable attorneys’ fees for pre-trial preparation, trial and appellate proceedings. The remedies in this Section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration.

Section 13.2 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower the standards established by this Declaration.

Section 13.3 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change or otherwise modify and of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.4 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 13.5 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control.

Section 13.6 **Usage.** Whenever used, the singular shall include the plural and the singular and the use of any gender shall include all genders.

Section 13.7 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 13.8 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, NOT ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED

PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

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IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 24 day of January, 2006.

GMAC MODEL HOME FINANCE, INC.,
a Virginia corporation

Jennifer S. Waiton
Name printed: Jennifer Waiton
MP
Name printed: ~~Corina Storta~~
Monika Pects

By: [Signature]
Print Name: Mark Paniccia
Title: AVP

STATE OF Virginia }
COUNTY OF Henrico } SS

The foregoing instrument was acknowledged before me this 24 day of January, 2006, by Mark P. Paniccia, AVP of GMAC Model Home Finance, Inc., a Virginia corporation, on behalf of the corporation.

[Signature]
(Print Name) Wendy W. Wilman
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: 9/20/09
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

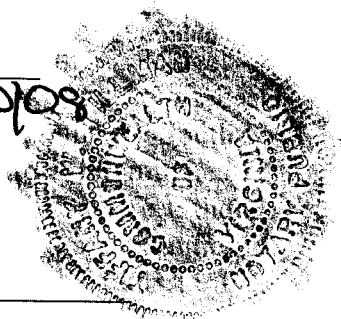


EXHIBIT "A"**Parcel 1**

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 561 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 33, said Township and Range; thence North 88 degrees 08 minutes 06 seconds East, along the Southerly line of said Section 33, a distance of 313.65 feet to a point lying on the Northeasterly right of way line of U.S. Highway 1 (Philips Highway), a 150 foot right of way as now established; thence North 37 degrees 54 minutes 50 seconds West, departing said Southerly line and along said Northeasterly right of way line, 6601.18 feet to a point on the Southerly line of said Section 29; thence North 37 degrees 53 minutes 18 seconds West, continuing along said Northeasterly right of way line, 107.32 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 37 degrees 53 minutes 18 seconds West along said Northeasterly right of way line, 242.10 feet; thence South 75 degrees 25 minutes 18 seconds East, departing said Northeasterly right of way line, 89.32 feet; thence North 51 degrees 00 minutes 00 seconds East, 300.66 feet; thence North 37 degrees 30 minutes 00 seconds East, 86.81 feet; thence North 43 degrees 30 minutes 00 seconds East, 105.00 feet; thence North 48 degrees 00 minutes 00 seconds East, 47.00 feet; thence North 13 degrees 30 minutes 00 seconds West, 45.00 feet; thence North 33 degrees 00 minutes 00 seconds East, 153.31 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.00 feet; thence North 44 degrees 30 minutes 00 seconds East, 79.07 feet; thence North 22 degrees 00 minutes 00 seconds West, 76.10 feet; thence North 26 degrees 00 minutes 00 seconds West, 149.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 99.00 feet; thence North 32 degrees 00 minutes 00 seconds West, 37.00 feet; thence North 19 degrees 30 minutes 00 seconds East, 514.00 feet; thence North 62 degrees 30 minutes 00 seconds East, 286.31 feet; thence North 00 degrees 38 minutes 40 seconds East, 47.49 feet; thence North 17 degrees 14 minutes 49 seconds East, 131.02 feet; thence North 33 degrees 06 minutes 08 seconds East, 141.80 feet; thence North 65 degrees 07 minutes 07 seconds East, 128.14 feet; thence South 86 degrees 42 minutes 10 seconds East, 173.49 feet; thence North 31 degrees 30 minutes 00 seconds East, 20.78 feet; thence South 37 degrees 00 minutes 00 seconds East, 120.33 feet; thence South 30 degrees 00 minutes 00 seconds East, 125.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 23.74 feet; thence South 05 degrees 30 minutes 00 seconds West, 177.21 feet; thence South 23 degrees 00 minutes 00 seconds East, 85.00 feet; thence South 26 degrees 00 minutes 00 seconds East, 73.51 feet; thence North 62 degrees 00 minutes 00 seconds East, 57.11 feet; thence South 28 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 62 degrees 00 minutes 00 seconds West, 58.15 feet; thence South 26 degrees 00 minutes 00 seconds East, 44.47 feet; thence South 07 degrees 00 minutes 00 seconds East, 175.18 feet to a point on a curve concave Southerly, having a radius of 1790.00 feet; thence Easterly, along the arc of said curve, through a central angle of 20 degrees 07 minutes 52 seconds, an arc length of 628.93 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 77 degrees 18 minutes 30 seconds East, 625.70 feet; thence Northeasterly, along the arc of a curve concave Northwesterly, having a

radius of 660.00 feet, through a central angle of 27 degrees 07 minutes 48 seconds , an arc length of 312.51 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73 degrees 48 minutes 32 seconds East, 309.60 feet; thence North 35 degrees 10 minutes 49 seconds West, 149.25 feet; thence North 26 degrees 10 minutes 58 seconds West, 109.50 feet; thence North 18 degrees 54 minutes 43 seconds West, 89.85 feet; thence North 20 degrees 00 minutes 00 seconds West, 425.00 feet; thence North 25 degrees 45 minutes 31 seconds West, 59.23 feet; thence North 48 degrees 52 minutes 12 seconds West, 45.58 feet; thence North 65 degrees 09 minutes 09 seconds West, 278.07 feet; thence North 45 degrees 51 minutes 17 seconds West, 110.21 feet; thence North 42 degrees 50 minutes 45 seconds West, 108.72 feet; thence North 34 degrees 04 minutes 36 seconds West, 108.75 feet; thence North 24 degrees 38 minutes 38 seconds West, 882.44 feet; thence North 10 degrees 54 minutes 17 seconds West, 109.06 feet; thence North 03 degrees 54 minutes 17 seconds West, 108.71 feet; thence North 02 degrees 11 minutes 28 seconds East, 85.83 feet; thence North 00 degrees 01 minutes 40 seconds East, 78.36 feet; thence North 10 degrees 23 degrees 04 seconds West, 67.29 feet; thence North 22 degrees 41 degrees 28 seconds West, 67.84 feet; thence North 29 degrees 20 minutes 16 seconds West, 312.42 feet to a point lying on the Southeasterly right of way line of Pine Island Road, a 60.00 foot right of way line as described and recorded in Deed Book 190, page 383 of said public records; thence North 60 degrees 39 minutes 44 seconds East, along said Southeasterly right of way line, 339.94 feet; thence North 70 degrees 09 minutes 44 seconds East, continuing along said Southeasterly right of way line, 50.76 feet; thence South 29 degrees 20 minutes 16 seconds East, departing said Southeasterly right of way line, 230.55 feet; thence South 30 degrees 36 minutes 56 seconds East, 88.23 feet; thence South 23 degrees 39 minutes 19 seconds East, 108.73 feet; thence South 14 degrees 42 minutes 37 seconds East, 108.73 feet; thence South 05 degrees 42 minutes 02 seconds East, 108.72 feet; thence Due South, 110.96 feet; thence South 89 degrees 00 minutes 00 seconds East, 245.12 feet; thence South 20 degrees 00 minutes 00 seconds East, 335.16 feet; thence North 76 degrees 00 minutes 00 seconds East, 85.57 feet; thence South 14 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 76 degrees 00 minutes 00 seconds West, 82.42 feet; thence South 20 degrees 00 minutes 00 seconds East, 175.60 feet; thence South 36 degrees 00 minutes 00 seconds East, 325.00 feet; thence South 27 degrees 00 minutes 00 seconds East, 275.00 feet; thence South 45 degrees 30 minutes 00 seconds East, 191.81 feet; thence South 23 degrees 00 minutes 00 seconds East, 332.98 feet; thence South 06 degrees 30 minutes 00 seconds East, 340.42 feet; thence South 21 degrees 25 minutes 30 seconds East, 76.41 feet; thence South 32 degrees 28 minutes 27 seconds East, 134.78 feet to a point on a curve concave Southeasterly, having a radius of 590.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 14 degrees 14 minutes 53 seconds , an arc length of 146.72 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 72 degrees 16 minutes 26 seconds East, 146.34 feet; thence Due North, 1095.68 feet; thence North 36 degrees 28 minutes 49 seconds West, 114.22 feet; thence North 14 degrees 57 minutes 09 seconds East, 194.29 feet; thence North 62 degrees 06 minutes 32 seconds East, 192.03 feet; thence South 70 degrees 44 minutes 05 seconds East, 192.03 feet; thence South 23 degrees 34 minutes 42 seconds East, 119.27 feet; thence North 66 degrees 00 minutes 00 seconds East, 32.75 feet; thence South 19 degrees 14 minutes 31 seconds East, 26.84 feet; thence South 02 degrees 15 minutes 37 seconds West, 81.22 feet; thence South 10 degrees 30 minutes 00 seconds West, 53.84 feet; thence South 13 degrees 33 minutes 09 seconds West, 71.19 feet; thence South 04 degrees 15 minutes 56 seconds East, 61.56 feet; thence South 03 degrees 24 minutes 33 seconds East, 75.39 feet; thence South 01 degrees 58

minutes 56 seconds East, 69.63 feet; thence South 04 degrees 30 minutes 38 seconds East, 78.45 feet; thence South 04 degrees 53 minutes 24 seconds East, 71.37 feet; thence South 25 degrees 07 minutes 30 seconds East, 80.92 feet; thence South 15 degrees 30 minutes 00 seconds West, 155.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 76.00 feet; thence South 77 degrees 00 minutes 00 seconds East, 53.61 feet; thence South 56 degrees 00 minutes 00 seconds East, 416.72 feet; thence Due South, 113.24 feet; thence South 58 degrees 00 minutes 00 seconds East, 29.73 feet; thence Due South, 28.00 feet; thence South 20 degrees 08 minutes 58 seconds East, 115.00 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 2116, page 524 of said public records, and a point on a curve concave Northerly, having a radius of 540.00 feet; thence Westerly and Southwesterly, along said Northerly line, the following 11 courses: Course 1, thence Westerly, along the arc of said curve, through a central angle of 20 degrees 08 minutes 58 seconds, an arc length of 189.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 79 degrees 55 minutes 31 seconds West, 188.93 feet; Course 2, thence Due West, 581.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; Course 3, thence Southwesterly, along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 67 degrees 30 minutes 00 seconds West, 352.07 feet; Course 4, thence South 45 degrees 00 minutes 00 seconds West, 11.53 feet to a point of curvature of a curve concave Northwesterly, having a radius of 790.00 feet; Course 5, thence Southwesterly, along the arc of said curve, through a central angle of 42 degrees 22 minutes 26 seconds, an arc length of 584.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 66 degrees 11 minutes 13 seconds West, 571.03 feet; Course 6, thence Southwesterly, along the arc of a curve concave Southeasterly, having a radius of 1660.00 feet, through a central angle of 25 degrees 22 minutes 26 seconds, an arc length of 735.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74 degrees 41 minutes 13 seconds West, 729.15 feet; Course 7, thence South 62 degrees 00 minutes 00 seconds West, 168.54 feet to the point of curvature of a curve concave Southeasterly, having a radius of 960.00 feet; Course 8, thence Southwesterly, along the arc of said curve, through a central angle of 31 degrees 58 minutes 48 seconds, an arc length of 535.83 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 46 degrees 00 minutes 36 seconds West, 528.90 feet; Course 9, thence Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 1040.00 feet, through a central angle of 21 degrees 25 minutes 42 seconds, an arc length of 388.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40 degrees 44 minutes 03 seconds West, 386.69 feet; Course 10, thence South 51 degrees 26 minutes 54 seconds West, 503.73 feet; Course 11, thence South 01 degrees 40 minutes 54 seconds East, 50.78 feet to the Point of Beginning.

EXHIBIT "B"

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**ARTICLES OF INCORPORATION
OF
LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned hereby files these Articles of Incorporation for the purpose of forming a corporation not-for-profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is Las Calinas Unit One Homeowners Association, Inc. ("Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 1914 Art Museum Drive, Jacksonville, Florida 32207.

ARTICLE III

REGISTERED AGENT AND ADDRESS

Kevin L. Troup whose address is 1914 Art Museum Drive, Jacksonville, Florida 32207 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for the operation, maintenance and administration of the Common Areas within that certain tract of property described in that certain Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the public records of St. Johns County, Florida ("Declaration") and to promote the value and desirability of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

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(A) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(B) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(C) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property or interests therein in connection with the affairs of the Association;

(D) borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(E) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

(F) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and

(G) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest to any Lot shall be a member of the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Kevin L. Troup	1914 Art Museum Drive Jacksonville, Florida 32207
William T. Pyburn, III	1914 Art Museum Drive Jacksonville, Florida 32207
Michael Mesiano	1914 Art Museum Drive Jacksonville, Florida 32207

At the first annual meeting following such time as Declarant voluntarily relinquishes its right to vote as Declarant in Association matters, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three

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(3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

ARTICLE VIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

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ARTICLE XI

AMENDMENTS

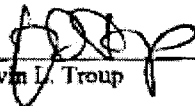
Amendment of these Articles shall require the assent to seventy-five percent (75%) of the entire membership.

ARTICLE XII

DEFINITIONS

All defined terms contained in these Articles shall have the same meanings assigned to them by the Declaration.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator(s) of this Association have executed these Articles of Incorporation as of the 19 day of January, 2006.



Kevin L. Troup

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STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing Articles of Incorporation were acknowledged before me this 19 day of January, 2006, by Kevin L. Troup, as Incorporator.

Charles D. Raley, Jr.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



CHARLES D. RALEY, JR.
MY COMMISSION # DD 150871
EXPIRES: May 11, 2008
United Through Judge Henry Sarvis

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**CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED**

In compliance with Section 48.091, *Florida Statutes*, the following is submitted:

Las Calinas Unit One Homeowners Association, Inc., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names Kevin L. Troup located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.



Kevin L. Troup, Incorporator

Date: January 19, 2006

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with provisions relative to said office.



Kevin L. Troup/Registered Agent

Date: January 19, 2006

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EXHIBIT "C"
BYLAWS
OF
LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is **LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.** ("Association"). The principal office of the corporation shall be located at 1914 Art Museum Drive, Jacksonville, Florida 32207, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "**Association**" shall mean and refer to **LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

Section 2. "**Property**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, Easements and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "**Common Area**" shall mean the Common Area described in the Declaration.

Section 4. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Declarant**" shall mean and refer to GMAC Model Home Finance, Inc., a Virginia corporation, and its successors and assigns, if the rights of Declarant are specifically assigned.

Section 7. "**Declaration**" shall mean and refer to the Declaration of Covenants and Restrictions applicable to the Property recorded in the Office of the Clerk of Court, St. Johns County, Florida.

Section 8. "**Member**" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary of person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present and represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, shall be removed or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **VICE-PRESIDENT:** The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "**LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation**" and "**2006**".

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of **LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.** have hereunto set our hands as of the _____ day of January, 2006.

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of **LAS CALINAS UNIT ONE HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation, and that the foregoing Bylaws constitute the original Bylaws of said Association as duly adopted at a meeting of the Board of Directors thereof held on the _____ day of January, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixing the seal of the Association this _____ day of January, 2006.

Secretary

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THIS DOCUMENT PREPARED
BY AND RETURN TO:

Frank E. Miller, Esq.
Pappas Metcalf Jenks & Miller, PA
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

REI →

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAS CALINAS AMENITIES**

THIS DECLARATION made on the date hereinafter set forth by **KENSINGTON, LLC**, a Florida limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of certain property in St. Johns County, Florida, which is more particularly described on Exhibit "A" attached hereto.

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "**Association**" shall mean and refer to LAS CALINAS AMENITIES ASSOCIATION, INC., its successors and assigns.

Section 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "**Property**" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "**Common Area**" shall mean the lighting, landscaping, irrigation and entry features on and along Las Calinas Boulevard, pocket parks, neighborhood parks and the amenity center including a swimming pool, restrooms, play equipment, open field and parking area to be constructed on the Property as set forth in PRD Ordinance 2004-60, St. Johns County, Florida, as

may be amended from time to time, and any other Common Area designated by Declarant or set forth in any ordinance applicable to the Property, including any property annexed hereunder.

Section 5. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map or final development plan of the Property intended as a residential homesite.

Section 6. "**Declarant**" shall mean and refer to Kensington, LLC, a Florida limited liability company, and its successors and assigns, if the rights of Declarant hereunder are specifically assigned.

ARTICLE II

ASSOCIATION

The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association shall take such measures and perform such services which, in the judgment of the Board of Directors, are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer the Common Areas in a first class condition; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration. Copies of the Articles and Bylaws are attached hereto as Exhibits "B" and "C" respectively.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to and use of the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to establish rules and regulations for the use of the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his/her right of enjoyment to the Common Area and facilities to the members of his/her family, tenants or contract purchasers who reside on the Property.

Section 3. Reservation of Easement. Declarant hereby reserves for itself and the Owner(s) of any property annexed to the Property the right and easement of enjoyment in and to and use of the Common Area subject to the provisions of Section 1 above.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Class Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (i) annual assessments or charges, and (ii) initial and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual, initial, and special assessments, together with interest, costs and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to manage, operate, maintain, repair, rebuild or expand upon the Common Area and any improvements located thereon.

Section 3. Annual Assessment. The Board of Directors shall fix the annual assessment at an amount it deems sufficient to meet the needs of the Association.

Section 4. Initial Assessment and Special Assessments for Capital Improvements. The Association may levy an initial assessment due at the time an Owner acquires a Lot with a home constructed thereon, in an amount not to exceed \$400.00, to help pay or establish reserves for construction or repair of the improvements on the Common Area. In addition to the annual assessments and the initial assessment 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 upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual, initial and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots other than Lots owned by Declarant on the first day of the month following the conveyance of an easement or ownership interest in the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon

demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments 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.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner shall have the right to enforce by any proceeding at law or in equity all restrictions conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Notwithstanding the foregoing, Declarant hereby reserves the right to amend this Declaration in all respects at any time, and from time to time, prior to the issuance of a Certificate of Occupancy for the amenities improvements. Any amendment must be recorded.

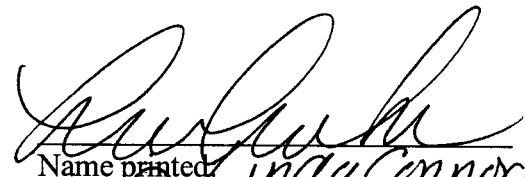

Section 4. Annexation. Additional property and Common Area may be annexed to the Property by Declarant, in its sole and absolute discretion, by the execution by Declarant of a

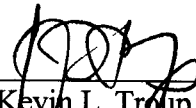
supplemental declaration attaching the legal description of such additional property and recording such supplemental declaration in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has hereunto set its hand and seal this 27th day of January, 2006.

DECLARANT

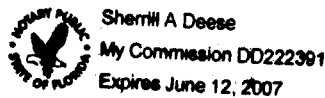
KENSINGTON, LLC,
a Florida limited liability company
By: The Alterra Group, LLC,
a Florida limited liability company,
its Manager


Name printed: Linda Connors

Name printed: Sherrill A. Deese

By: 
Kevin L. Troup
Vice President

STATE OF FLORIDA }
 }SS
COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by Kevin L. Troup, Vice President of The Alterra Group, LLC, a Florida limited liability company, Manager of Kensington, LLC, a Florida limited liability company, on behalf of the companies.



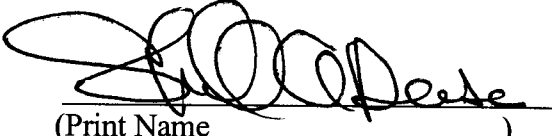

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

EXHIBIT "A"**Parcel 1**

A portion of Section 29, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 2116, page 561 of the public records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southwesterly corner of Section 33, said Township and Range; thence North 88 degrees 08 minutes 06 seconds East, along the Southerly line of said Section 33, a distance of 313.65 feet to a point lying on the Northeasterly right of way line of U.S. Highway 1 (Philips Highway), a 150 foot right of way as now established; thence North 37 degrees 54 minutes 50 seconds West, departing said Southerly line and along said Northeasterly right of way line, 6601.18 feet to a point on the Southerly line of said Section 29; thence North 37 degrees 53 minutes 18 seconds West, continuing along said Northeasterly right of way line, 107.32 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 37 degrees 53 minutes 18 seconds West along said Northeasterly right of way line, 242.10 feet; thence South 75 degrees 25 minutes 18 seconds East, departing said Northeasterly right of way line, 89.32 feet; thence North 51 degrees 00 minutes 00 seconds East, 300.66 feet; thence North 37 degrees 30 minutes 00 seconds East, 86.81 feet; thence North 43 degrees 30 minutes 00 seconds East, 105.00 feet; thence North 48 degrees 00 minutes 00 seconds East, 47.00 feet; thence North 13 degrees 30 minutes 00 seconds West, 45.00 feet; thence North 33 degrees 00 minutes 00 seconds East, 153.31 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.00 feet; thence North 44 degrees 30 minutes 00 seconds East, 79.07 feet; thence North 22 degrees 00 minutes 00 seconds West, 76.10 feet; thence North 26 degrees 00 minutes 00 seconds West, 149.00 feet; thence South 84 degrees 30 minutes 00 seconds West, 99.00 feet; thence North 32 degrees 00 minutes 00 seconds West, 37.00 feet; thence North 19 degrees 30 minutes 00 seconds East, 514.00 feet; thence North 62 degrees 30 minutes 00 seconds East, 286.31 feet; thence North 00 degrees 38 minutes 40 seconds East, 47.49 feet; thence North 17 degrees 14 minutes 49 seconds East, 131.02 feet; thence North 33 degrees 06 minutes 08 seconds East, 141.80 feet; thence North 65 degrees 07 minutes 07 seconds East, 128.14 feet; thence South 86 degrees 42 minutes 10 seconds East, 173.49 feet; thence North 31 degrees 30 minutes 00 seconds East, 20.78 feet; thence South 37 degrees 00 minutes 00 seconds East, 120.33 feet; thence South 30 degrees 00 minutes 00 seconds East, 125.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 23.74 feet; thence South 05 degrees 30 minutes 00 seconds West, 177.21 feet; thence South 23 degrees 00 minutes 00 seconds East, 85.00 feet; thence South 26 degrees 00 minutes 00 seconds East, 73.51 feet; thence North 62 degrees 00 minutes 00 seconds East, 57.11 feet; thence South 28 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 62 degrees 00 minutes 00 seconds West, 58.15 feet; thence South 26 degrees 00 minutes 00 seconds East, 44.47 feet; thence South 07 degrees 00 minutes 00 seconds East, 175.18 feet to a point on a curve concave Southerly, having a radius of 1790.00 feet; thence Easterly, along the arc of said curve, through a central angle of 20 degrees 07 minutes 52 seconds, an arc length of 628.93 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 77 degrees 18 minutes 30 seconds East, 625.70 feet; thence Northeasterly, along the arc of a curve concave Northwesterly, having a

radius of 660.00 feet, through a central angle of 27 degrees 07 minutes 48 seconds , an arc length of 312.51 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 73 degrees 48 minutes 32 seconds East, 309.60 feet; thence North 35 degrees 10 minutes 49 seconds West, 149.25 feet; thence North 26 degrees 10 minutes 58 seconds West, 109.50 feet; thence North 18 degrees 54 minutes 43 seconds West, 89.85 feet; thence North 20 degrees 00 minutes 00 seconds West, 425.00 feet; thence North 25 degrees 45 minutes 31 seconds West, 59.23 feet; thence North 48 degrees 52 minutes 12 seconds West, 45.58 feet; thence North 65 degrees 09 minutes 09 seconds West, 278.07 feet; thence North 45 degrees 51 minutes 17 seconds West, 110.21 feet; thence North 42 degrees 50 minutes 45 seconds West, 108.72 feet; thence North 34 degrees 04 minutes 36 seconds West, 108.75 feet; thence North 24 degrees 38 minutes 38 seconds West, 882.44 feet; thence North 10 degrees 54 minutes 17 seconds West, 109.06 feet; thence North 03 degrees 54 minutes 17 seconds West, 108.71 feet; thence North 02 degrees 11 minutes 28 seconds East, 85.83 feet; thence North 00 degrees 01 minutes 40 seconds East, 78.36 feet; thence North 10 degrees 23 degrees 04 seconds West, 67.29 feet; thence North 22 degrees 41 degrees 28 seconds West, 67.84 feet; thence North 29 degrees 20 minutes 16 seconds West, 312.42 feet to a point lying on the Southeasterly right of way line of Pine Island Road, a 60.00 foot right of way line as described and recorded in Deed Book 190, page 383 of said public records; thence North 60 degrees 39 minutes 44 seconds East, along said Southeasterly right of way line, 339.94 feet; thence North 70 degrees 09 minutes 44 seconds East, continuing along said Southeasterly right of way line, 50.76 feet; thence South 29 degrees 20 minutes 16 seconds East, departing said Southeasterly right of way line, 230.55 feet; thence South 30 degrees 36 minutes 56 seconds East, 88.23 feet; thence South 23 degrees 39 minutes 19 seconds East, 108.73 feet; thence South 14 degrees 42 minutes 37 seconds East, 108.73 feet; thence South 05 degrees 42 minutes 02 seconds East, 108.72 feet; thence Due South, 110.96 feet; thence South 89 degrees 00 minutes 00 seconds East, 245.12 feet; thence South 20 degrees 00 minutes 00 seconds East, 335.16 feet; thence North 76 degrees 00 minutes 00 seconds East, 85.57 feet; thence South 14 degrees 00 minutes 00 seconds East, 30.00 feet; thence South 76 degrees 00 minutes 00 seconds West, 82.42 feet; thence South 20 degrees 00 minutes 00 seconds East, 175.60 feet; thence South 36 degrees 00 minutes 00 seconds East, 325.00 feet; thence South 27 degrees 00 minutes 00 seconds East, 275.00 feet; thence South 45 degrees 30 minutes 00 seconds East, 191.81 feet; thence South 23 degrees 00 minutes 00 seconds East, 332.98 feet; thence South 06 degrees 30 minutes 00 seconds East, 340.42 feet; thence South 21 degrees 25 minutes 30 seconds East, 76.41 feet; thence South 32 degrees 28 minutes 27 seconds East, 134.78 feet to a point on a curve concave Southeasterly, having a radius of 590.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 14 degrees 14 minutes 53 seconds , an arc length of 146.72 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 72 degrees 16 minutes 26 seconds East, 146.34 feet; thence Due North, 1095.68 feet; thence North 36 degrees 28 minutes 49 seconds West, 114.22 feet; thence North 14 degrees 57 minutes 09 seconds East, 194.29 feet; thence North 62 degrees 06 minutes 32 seconds East, 192.03 feet; thence South 70 degrees 44 minutes 05 seconds East, 192.03 feet; thence South 23 degrees 34 minutes 42 seconds East, 119.27 feet; thence North 66 degrees 00 minutes 00 seconds East, 32.75 feet; thence South 19 degrees 14 minutes 31 seconds East, 26.84 feet; thence South 02 degrees 15 minutes 37 seconds West, 81.22 feet; thence South 10 degrees 30 minutes 00 seconds West, 53.84 feet; thence South 13 degrees 33 minutes 09 seconds West, 71.19 feet; thence South 04 degrees 15 minutes 56 seconds East, 61.56 feet; thence South 03 degrees 24 minutes 33 seconds East, 75.39 feet; thence South 01 degrees 58

minutes 56 seconds East, 69.63 feet; thence South 04 degrees 30 minutes 38 seconds East, 78.45 feet; thence South 04 degrees 53 minutes 24 seconds East, 71.37 feet; thence South 25 degrees 07 minutes 30 seconds East, 80.92 feet; thence South 15 degrees 30 minutes 00 seconds West, 155.00 feet; thence South 05 degrees 00 minutes 00 seconds East, 76.00 feet; thence South 77 degrees 00 minutes 00 seconds East, 53.61 feet; thence South 56 degrees 00 minutes 00 seconds East, 416.72 feet; thence Due South, 113.24 feet; thence South 58 degrees 00 minutes 00 seconds East, 29.73 feet; thence Due South, 28.00 feet; thence South 20 degrees 08 minutes 58 seconds East, 115.00 feet to a point lying on the Northerly line of those lands described and recorded in Official Records Book 2116, page 524 of said public records, and a point on a curve concave Northerly, having a radius of 540.00 feet; thence Westerly and Southwesterly, along said Northerly line, the following 11 courses: Course 1, thence Westerly, along the arc of said curve, through a central angle of 20 degrees 08 minutes 58 seconds, an arc length of 189.90 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 79 degrees 55 minutes 31 seconds West, 188.93 feet; Course 2, thence Due West, 581.25 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; Course 3, thence Southwesterly, along the arc of said curve, through a central angle of 45 degrees 00 minutes 00 seconds, an arc length of 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 67 degrees 30 minutes 00 seconds West, 352.07 feet; Course 4, thence South 45 degrees 00 minutes 00 seconds West, 11.53 feet to a point of curvature of a curve concave Northwesterly, having a radius of 790.00 feet; Course 5, thence Southwesterly, along the arc of said curve, through a central angle of 42 degrees 22 minutes 26 seconds, an arc length of 584.26 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 66 degrees 11 minutes 13 seconds West, 571.03 feet; Course 6, thence Southwesterly, along the arc of a curve concave Southeasterly, having a radius of 1660.00 feet, through a central angle of 25 degrees 22 minutes 26 seconds, an arc length of 735.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 74 degrees 41 minutes 13 seconds West, 729.15 feet; Course 7, thence South 62 degrees 00 minutes 00 seconds West, 168.54 feet to the point of curvature of a curve concave Southeasterly, having a radius of 960.00 feet; Course 8, thence Southwesterly, along the arc of said curve, through a central angle of 31 degrees 58 minutes 48 seconds, an arc length of 535.83 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 46 degrees 00 minutes 36 seconds West, 528.90 feet; Course 9, thence Southwesterly, along the arc of a curve concave Northwesterly, having a radius of 1040.00 feet, through a central angle of 21 degrees 25 minutes 42 seconds, an arc length of 388.96 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40 degrees 44 minutes 03 seconds West, 386.69 feet; Course 10, thence South 51 degrees 26 minutes 54 seconds West, 503.73 feet; Course 11, thence South 01 degrees 40 minutes 54 seconds East, 50.78 feet to the Point of Beginning.

Parcel 3A

A portion of fractional Section 28, a portion of Section 29, and a portion of Section 32, all lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South, Range 29 East; thence North $89^{\circ} 09' 44''$ East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North $89^{\circ} 09' 44''$ East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South $08^{\circ} 32' 25''$ East, 1975.75 feet; thence South $48^{\circ} 35' 01''$ East, 207.78 feet to the Point of Beginning.

From said Point of Beginning, thence South $74^{\circ} 52' 04''$ East, 460.34 feet; thence South $08^{\circ} 41' 41''$ East, 920.26 feet; thence South $46^{\circ} 43' 34''$ East, 320.92 feet; thence South $16^{\circ} 42' 41''$ East, 1270.16 feet; thence South $28^{\circ} 19' 23''$ West, 240.68 feet; thence South $19^{\circ} 39' 52''$ East, 598.52 feet to a point lying on the Northerly line of said Section 33; thence South $88^{\circ} 39' 12''$ West, along said Northerly line, 2093.28 feet to the Northwest corner of said Section 33; thence South $00^{\circ} 37' 40''$ East, along the Westerly line of said Section 33, a distance of 3479.43 feet to a point on a curve concave Southeasterly, having a radius of 591.00 feet; thence Southwesterly, departing said Westerly line of said Section 33 and along the arc of said curve, through a central angle of $47^{\circ} 29' 47''$, an arc length of 489.92 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $75^{\circ} 50' 03''$ West, 476.01 feet; thence South $52^{\circ} 05' 10''$ West, 403.35 feet to its intersection with the Northeasterly right of way line of U.S. Highway No. 1, a 150 foot right of way as presently established; thence North $37^{\circ} 54' 50''$ West, along said Northeasterly right of way line of U.S. Highway No. 1, a distance of 4789.89 feet to its intersection with the line dividing said Sections 29 and 32 of said Township and Range; thence North $37^{\circ} 53' 18''$ West, continuing along said Northeasterly right of way line, 107.32 feet; thence North $01^{\circ} 40' 54''$ West, departing said Northeasterly right of way line, 50.78 feet; thence North $51^{\circ} 26' 54''$ East, 503.73 feet to the point of curvature of a curve concave Northwesterly, having a radius of 1040.00 feet; thence Northeasterly along the arc of said curve through a central angle of $21^{\circ} 25' 42''$, an arc length of 388.96 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $40^{\circ} 44' 03''$ East, 386.69 feet; thence Northeasterly along the arc of a curve concave Southeasterly, having a radius of 960.00 feet, through a central angle of $31^{\circ} 58' 48''$, an arc length of 535.83 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $46^{\circ} 00' 36''$ East, 528.90 feet; thence North $62^{\circ} 00' 00''$ East, 168.54 feet to the point of curvature of a curve concave Southerly, having a radius of 1660.00 feet; thence Northeasterly along the arc of said curve through a central angle of $25^{\circ} 22' 26''$, an arc length of 735.14 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North $74^{\circ} 41' 13''$ East, 729.15 feet; thence Northeasterly along the arc of a curve concave Northwesterly, having a radius of 790.00 feet, through a central

angle of $42^{\circ}22'26''$, an arc length of 584.26 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $66^{\circ}11'13''$ East, 571.03 feet; thence North $45^{\circ}00'00''$ East, 11.53 feet to the point of curvature of a curve concave Southeasterly, having a radius of 460.00 feet; thence Northeasterly along said arc, through a central angle of $45^{\circ}00'00''$, an arc length 361.28 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $67^{\circ}30'00''$ East, 352.07 feet; thence due East, 581.25 feet to the point of curvature of a curve concave Northwesterly, having a radius of 540.00 feet; thence Northeasterly along the arc of said curve, through a central angle of $59^{\circ}15'00''$, an arc length of 558.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $60^{\circ}22'30''$ East, 533.87 feet; thence North $30^{\circ}45'00''$ East, 1555.61 feet to the Point of Beginning.

Parcel 3D

A portion of fractional Section 28, and a portion of Section 29, both lying in Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the corner common to Sections 19, 20, 29 and 30 of said Township 5 South and Range 29 East; thence North $89^{\circ}09'44''$ East, along the Northerly line of said Section 29, a distance of 5291.00 feet to the corner common to Sections 20, 21, 28 and 29 of said Township and Range; thence continue North $89^{\circ}09'44''$ East, along the Northerly line of said Section 28, a distance of 519.11 feet; thence South $08^{\circ}32'25''$ East, departing the Northerly line of said Section 28, a distance of 1323.96 feet to the Point of Beginning.

From said Point of Beginning, continue South $08^{\circ}32'25''$ East, 651.79 feet; thence South $48^{\circ}35'01''$ East, 126.37 feet; thence South $30^{\circ}45'00''$ West, 1570.67 feet to a point of curvature of a curve concave Northwesterly, having a radius of 460.00 feet; thence Southwesterly along the arc of said curve through a central angle of $39^{\circ}06'02''$, an arc length of 313.92 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $50^{\circ}18'01''$ West, 307.86 feet; thence North $20^{\circ}08'58''$ West, 34.85 feet; thence North $52^{\circ}18'18''$ East, 286.46 feet; thence North $35^{\circ}34'08''$ West, 166.53 feet; thence North $15^{\circ}45'48''$ East, 281.57 feet; thence North $77^{\circ}57'29''$ East, 313.63 feet; thence North $30^{\circ}45'00''$ East, 182.24 feet; thence North $73^{\circ}06'02''$ West, 663.14 feet; thence North $14^{\circ}28'21''$ East, 326.30 feet; thence North $02^{\circ}57'42''$ West, 497.11 feet; thence North $51^{\circ}12'03''$ East, 401.01 feet; thence North $70^{\circ}44'06''$ East, 551.17 feet to the Point of Beginning.

EXHIBIT "B"

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**ARTICLES OF INCORPORATION
OF
LAS CALINAS AMENITIES ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned hereby files these Articles of Incorporation for the purpose of forming a corporation not-for-profit and does hereby certify:

ARTICLE I

NAME

The name of the corporation is Las Calinas Amenities Association, Inc. ("Association").

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 1914 Art Museum Drive, Jacksonville, Florida 32207.

ARTICLE III

REGISTERED AGENT AND ADDRESS

Kevin L. Troup whose address is 1914 Art Museum Drive, Jacksonville, Florida 32207 is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for the operation, maintenance and administration of the Common Areas within that certain tract of property described in that certain Declaration of Covenants, Conditions and Restrictions recorded or to be recorded in the public records of St. Johns County, Florida ("Declaration") and to promote the value and desirability of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and for this purpose to:

- (a) exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

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(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property or interests therein in connection with the affairs of the Association;

(d) borrow money and, with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members; and

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest to any Lot shall be a member of the Association, including contract sellers. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

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ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be Declarant who shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) three (3) months following the date ninety percent (90%) of the Lots with completed homes thereon have been conveyed to Owners other than Declarant; or
- (b) the election by Declarant to terminate its Class B membership.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Kevin L. Troup	1914 Art Museum Drive Jacksonville, Florida 32207
William T. Pyburn, III	1914 Art Museum Drive Jacksonville, Florida 32207
Michael Mesiano	1914 Art Museum Drive Jacksonville, Florida 32207

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At the first annual meeting following such time as Declarant voluntarily relinquishes its right to vote as Declarant in Association matters, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

ARTICLE VIII

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

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AMENDMENTS


Amendment of these Articles shall require the assent to seventy-five percent (75%) of the entire membership.

ARTICLE XII

DEFINITIONS

All defined terms contained in these Articles shall have the same meanings assigned to them by the Declaration.

IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporator(s) of this Association have executed these Articles of Incorporation as of the 19 day of January, 2006.



Kevin L. Troup

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STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing Articles of Incorporation were acknowledged before me this 19 day of January, 2006 by Kevin L. Troup, as Incorporator.

Charles D. Raley, Jr.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



CHARLES D. RALEY, JR.
MY COMMISSION # CD 285521
EXPIRES: May 11, 2008
Powered Time & Legal Writing Services

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**CERTIFICATE NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED**

In compliance with Section 48.091, *Florida Statutes*, the following is submitted:

Las Calinas Amenities Association, Inc., a corporation duly organized and existing under the laws of the State of Florida, with principal office, as indicated in the Articles of Incorporation at City of Jacksonville, County of Duval, State of Florida, hereby names Kevin L. Troup located at 1914 Art Museum Drive, Jacksonville, Florida 32207, as its agent to accept service of process within this state.



Kevin L. Troup, Incorporator

Date: January 19, 2006

Having been named to accept service of process for the above stated corporation, at the place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with provisions relative to said office.



Kevin L. Troup, Registered Agent

Date: January 19, 2006

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EXHIBIT "C"

**BYLAWS
OF
LAS CALINAS AMENITIES ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is **LAS CALINAS AMENITIES ASSOCIATION, INC.** ("Association"). The principal office of the corporation shall be located at 1914 Art Museum Drive, Jacksonville, Florida 32207, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "**Association**" shall mean and refer to **LAS CALINAS AMENITIES ASSOCIATION, INC.**, its successors and assigns.

Section 2. "**Property**" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "**Common Area**" shall mean the Common Area described in the Declaration.

Section 4. "**Lot**" shall mean and refer to any plot of land shown upon any recorded subdivision map or final development plan of the Property intended as a residential homesite.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Declarant**" shall mean and refer to Kensington, LLC, a Florida limited liability company, and its successors and assigns, if the rights of Declarant are specifically assigned.

Section 7. "**Declaration**" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Property recorded in the Office of the Clerk of Court, St. Johns County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by or at the direction of the Secretary of person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present and represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his/her Lot.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

Section 3. Removal. Any director may be removed from the Board with or without cause by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section 4. Compensation. No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice at such place and hour as may be fixed from time to time by resolution of

the board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the members and their guests thereon and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor or such other employees as they deem necessary and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

- (b) supervise all officers, agents and employees of this Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President who shall at all times be members of the Board of Directors, a Secretary and a Treasurer and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, shall be removed or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **VICE-PRESIDENT:** The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him/her by the Board.

(c) **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any member. The Declaration, Articles of Incorporation and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "LAS CALINAS AMENITIES ASSOCIATION, INC.", "Florida", and "2006".

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except that the first fiscal year shall begin on the date of incorporation.

CONSENT TO DECLARATION

The undersigned is the owner of the land more fully described in Exhibit "A" ("Property") to that certain Declaration of Covenants, Conditions and Restrictions for the Las Calinas Amenities dated Jun 24, 2006 ("Declaration") executed by Kensington, LLC ("Declarant") and to be recorded in the public records of St. Johns County, Florida.

The undersigned hereby consents to the recording of the Declaration and acknowledges and confirms that (a) the Declarant is permitted to execute the Declaration, and (b) the Property will be held, conveyed and transferred subject to the terms and conditions of the Declaration.

IN WITNESS WHEREOF, the undersigned sets its hand and seal this 24 day of January, 2006.

Witnesses:

GMAC MODEL HOME FINANCE, INC.

Phil
Print Name: Corina Shyta

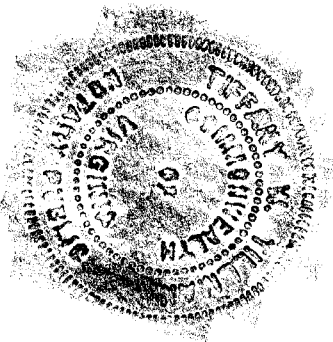
By: [Signature]
Print Name: Mark P Paniccia
Its: AVP

Jennifer S. Watten
Print Name: Jennifer S Watten

STATE OF Virginia }
 }SS
COUNTY OF Henrico }

The foregoing instrument was acknowledged before me this 24 day of January, 2006, by Mark P. Paniccia, the AVP of GMAC Model Home Finance, Inc., a Virginia corporation, on behalf of the corporation.

Tillman
(Print Name TIFFANY W Tillman)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: 9/30/08
Personally known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



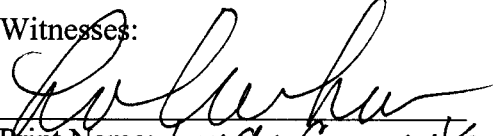
CONSENT TO DECLARATION

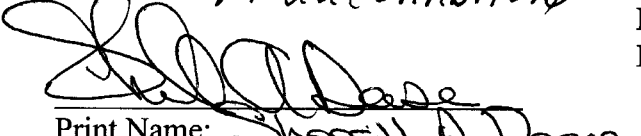
The undersigned is the owner of the land more fully described in Exhibit "A" ("Property") to that certain Declaration of Covenants, Conditions and Restrictions for the Las Calinas Amenities dated January 24, 2006 ("Declaration") executed by Kensington, LLC ("Declarant") and to be recorded in the public records of St. Johns County, Florida.

The undersigned hereby consents to the recording of the Declaration and acknowledges and confirms that (a) the Declarant is permitted to execute the Declaration, and (b) the Property will be held, conveyed and transferred subject to the terms and conditions of the Declaration.

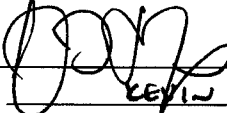
IN WITNESS WHEREOF, the undersigned sets its hand and seal this 24th day of January, 2006.

Witnesses:


 Print Name: Linda Connors

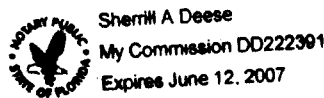

 Print Name: Sherril A. Deese

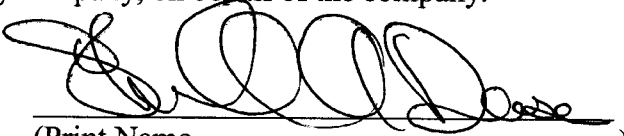
PINE ISLAND TIMBER & INVESTMENT, LLC

By: 
 Print Name: KEVIN L. TROUP
 Its: VICE PRESIDENT

STATE OF FLORIDA)
) SS
 COUNTY OF DUVAL)

The foregoing instruction was acknowledged before me this 24th day of January, 2006, by Kevin L. Troup, the Vice President of Pine Island Timber & Investment, LLC, a Florida limited liability company, on behalf of the company.





 (Print Name _____)

NOTARY PUBLIC
 State of Florida at Large
 Commission # _____
 My Commission Expires:
 Personally known _____
 or Produced I.D. _____
 [check one of the above]
 Type of Identification Produced _____

LAS CALINAS PARCEL 3A UNIT 1 PHASE 6

A PARCEL OF LAND BEING A REPLAT OF A PORTION OF TRACT 7
LAS CALINAS PARCEL 3A UNIT 1 PHASE 1, AS RECORDED IN MAP BOOK 88,
PAGES 23 THROUGH 28, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,
LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA.

CAPTION

Part of Tract 7, LAS CALINAS PARCEL 3A UNIT 1 PHASE 1, as recorded in Map Book 88, Pages 23 through 28, Public Records of St. Johns County, Florida.

Begin at the Northeast corner of Tract 19, said LAS CALINAS PARCEL 3A UNIT 1 PHASE 1; thence N.38°50'05"E., a distance of 106.42 feet; thence N.65°44'22"E., a distance of 130.54 feet; thence N.78°07'53"E., a distance of 50.38 feet; thence N.65°44'22"E., a distance of 153.85 feet; thence S.12°00'00"E., a distance of 59.19 feet; thence S.22°00'00"E., a distance of 83.12 feet; thence S.24°38'09"E., a distance of 82.14 feet; thence S.36°00'00"E., a distance of 94.25 feet to a point of curve concave Northerly having for its elements a radius of 10.00 feet, a central angle of 68°00'00", a chord bearing of S.70°00'00"W., and a chord distance of 11.18 feet; thence S.24°38'09"E., a distance of 11.87 feet; thence N.78°07'53"E., a distance of 21.35 feet; thence S.52°30'00"E., a distance of 108.45 feet; thence S.00°00'00"W., a distance of 77.11 feet; thence S.15°00'00"E., a distance of 51.56 feet; thence S.20°00'00"E., a distance of 11.25 feet; thence S.10°00'00"E., a distance of 116.00 feet; thence S.4°30'00"E., a distance of 116.00 feet; thence S.4°30'00"E., a distance of 116.00 feet; thence S.12°14'57"E., a distance of 103.46 feet; thence S.45°00'00"E., a distance of 80.64 feet; thence S.08°00'00"W., a distance of 32.82 feet; thence S.52°05'10"W., a distance of 215.02 feet; thence N.37°54'50"W., a distance of 1,266.13 feet to the POINT OF BEGINNING.

Containing 397,822 square feet or 9.1327 acres, more or less.

ADOPTION AND DEDICATION

This is to certify Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation ("Owner"), is the lawful owner of the lands described in the caption hereon, which shall hereafter be known as Las Calinas Parcel 3A Unit 1 Phase 6, and the Owner has caused the same to be surveyed and subdivided and that this plat, made in accordance with said survey, is hereby adopted as the true and correct plat of said lands.

The road right-of-way designated in the plat as Los Alamos Street is hereby dedicated to St. Johns County, Florida, in perpetuity, for maintenance of the rights-of-way, access and drainage, which are now or hereafter constructed thereon. Non-exclusive easements for drainage and for maintenance of landscaping and drainage improvements over those easements designated hereon as "DRAINAGE EASEMENTS" (except Utility/FPL Easements), are subject to the rights and reservations contained herein, are hereby irrevocably dedicated to Las Calinas Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns. Owner hereby reserves the right of ingress and egress over all property and easements dedicated to Las Calinas Homeowners Association, Inc., for the purpose of all constructing and maintaining thereon, drainage facilities, lakes, and utilities, and further reserves the right to grant others the non-exclusive right of ingress and egress over said property and easements. Owner hereby grants to St. Johns County, Florida the right to drain stormwater collected in the dedicated streets and roads shown in this plat, over, under, across and through those easements designated hereon as "DRAINAGE EASEMENT". The Owner shall grant non-exclusive easements over the utility easements (except Utility/FPL Easements) shown hereon to St. Johns County Utility Department, its successors and assigns, for use in conjunction with its sewage collection and water distribution systems.

All utility easements (except Utility/FPL Easements) shown hereon shall also be easements for the construction, installation, maintenance, and operation of cable television services in the manner and subject to the provision of Section 177.091(28) of the Florida Statutes (2014), provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

Those easements designated as "Utility/FPL Easements" are hereby irrevocably dedicated to Florida Power & Light Company, its successors and assigns, for its non-exclusive use for electric utility purposes in conjunction with those easements designated as "Utility/FPL Easements".

Tract 1 (Lake/Stormwater Retention) and Tract 2 (Open Space) as shown hereon are hereby dedicated to Las Calinas Estates Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Owner reserves and shall have the sole and absolute right, at any time, with the consent of the governing body of any municipality or other government body having jurisdiction over the lands involved, to dedicate to the public all or any part of the lands or easements remaining privately owned by it. All Tracts and Easements not specifically dedicated hereunder are reserved to the Owner.

In witness whereof, Owner has caused this plat and dedication to be executed by its duly elected officers acting by and with the authority of the Board of Directors.

This 18th day of February, A.D., 2017.

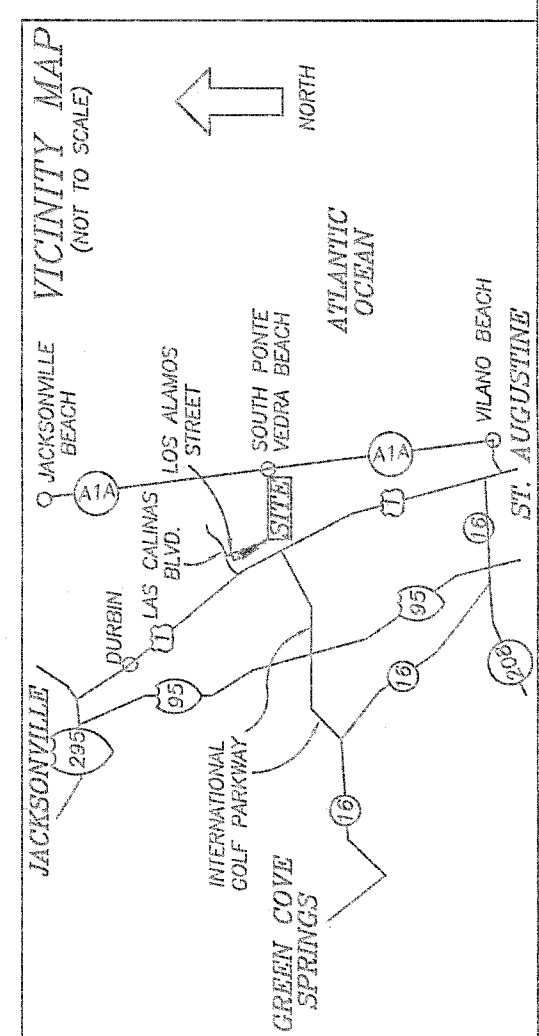
Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation
By: Justin Dudley
Name: Justin Dudley
Title: Director - Land Developed

Witness: Jack Kavelsky
Print Name: Jack Kavelsky
Witness: Jan Randy
Print Name: Jan Randy
Witness: Andy D. N.
Print Name: Andy D. N.
Witness: Andrew D. Cosby
Print Name: Andrew D. Cosby

STATE FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 18th day of February, A.D., 2017 by Justin Dudley of Pulte Home Company, LLC, a Michigan limited liability company, successor by conversion of Pulte Home Corporation, a Michigan corporation, on behalf of the company, who is personally known to me.

Notary Public State of Florida
My Commission Expires February 2, 2018
My Commission Number 11147944
Stacy Perez
STACY PEREZ
MY COMMISSION EXPIRES FEBRUARY 2, 2018



NOTES:
1.) BEARINGS BASED ON THE EASTERLY LINE OF TRACT 19, LAS CALINAS PARCEL 3A UNIT 1 PHASE 1 PER MAP BOOK 88, PAGES 23-28 BEING (N.37°54'50"W.), (AND MARKED B.B.)

2.) NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVISION LAND DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

3.) CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WITHIN THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS/HER AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE AND UPLAND BUFFER MAY BE SUPERSEDED AND REDEFINED FROM TIME TO TIME BY THE APPROPRIATE GOVERNMENTAL AGENCIES.

4.) ALL LOT LINE INTERSECT CURVE ARE NON-RADIAL, UNLESS OTHERWISE NOTED AS (R).

5.) THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES ARE THE ST. JOHNS COUNTY THREE MILE CONTROL NETWORK.

COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/90 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - U.S. FEET.

POINT	NORTHING	EASTING	DESCRIPTION
1	2070353.0194	527827.7794	PRM - Northeast Corner, Tract 19, Las Calinas Parcel 3A Unit 1 Phase 1 (Map Book 88, Pages 23-28)
2	2068354.1249	528805.7864	PRM - Las Calinas Parcel 3A Unit 1 Phase 1 (Map Book 88, Pages 23-28)

6.) UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.

7.) THE ROAD RIGHT-OF-WAY SHOWN HEREON AS LOS ALAMOS STREET IS SUBJECT TO A BLANKET NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT AND A PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENT.

CERTIFICATE OF APPROVAL AND ACCEPTANCE
BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT THIS PLAT OF LAS CALINAS PARCEL 3A UNIT 1 PHASE 6 HAS BEEN APPROVED AND ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA ON THIS 18th DAY OF February, A.D., 2017. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

BY: Steve Hand
DIRECTOR, GROWTH MANAGEMENT DEPARTMENT

CERTIFICATE OF APPROVAL BY COUNTY ATTORNEY
OFFICE OF ST. JOHNS COUNTY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT OF LAS CALINAS PARCEL 3A UNIT 1 PHASE 6 HAS BEEN EXAMINED AND APPROVED BY THE OFFICE OF THE ST. JOHNS COUNTY ATTORNEY OF THIS 18th DAY OF February, A.D., 2017.

BY: Stacy Perez
CLERK OF THE CIRCUIT COURT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; AND IS RECORDED IN MAP BOOK 83, PAGES 81-87 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 18th DAY OF February, A.D., 2017.

BY: Stacy Perez
CLERK OF THE CIRCUIT COURT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES, CHAPTER 177, BY THE OFFICE OF COUNTY SURVEYOR FOR ST. JOHNS COUNTY, FLORIDA ON THIS 18th DAY OF February, A.D., 2017.

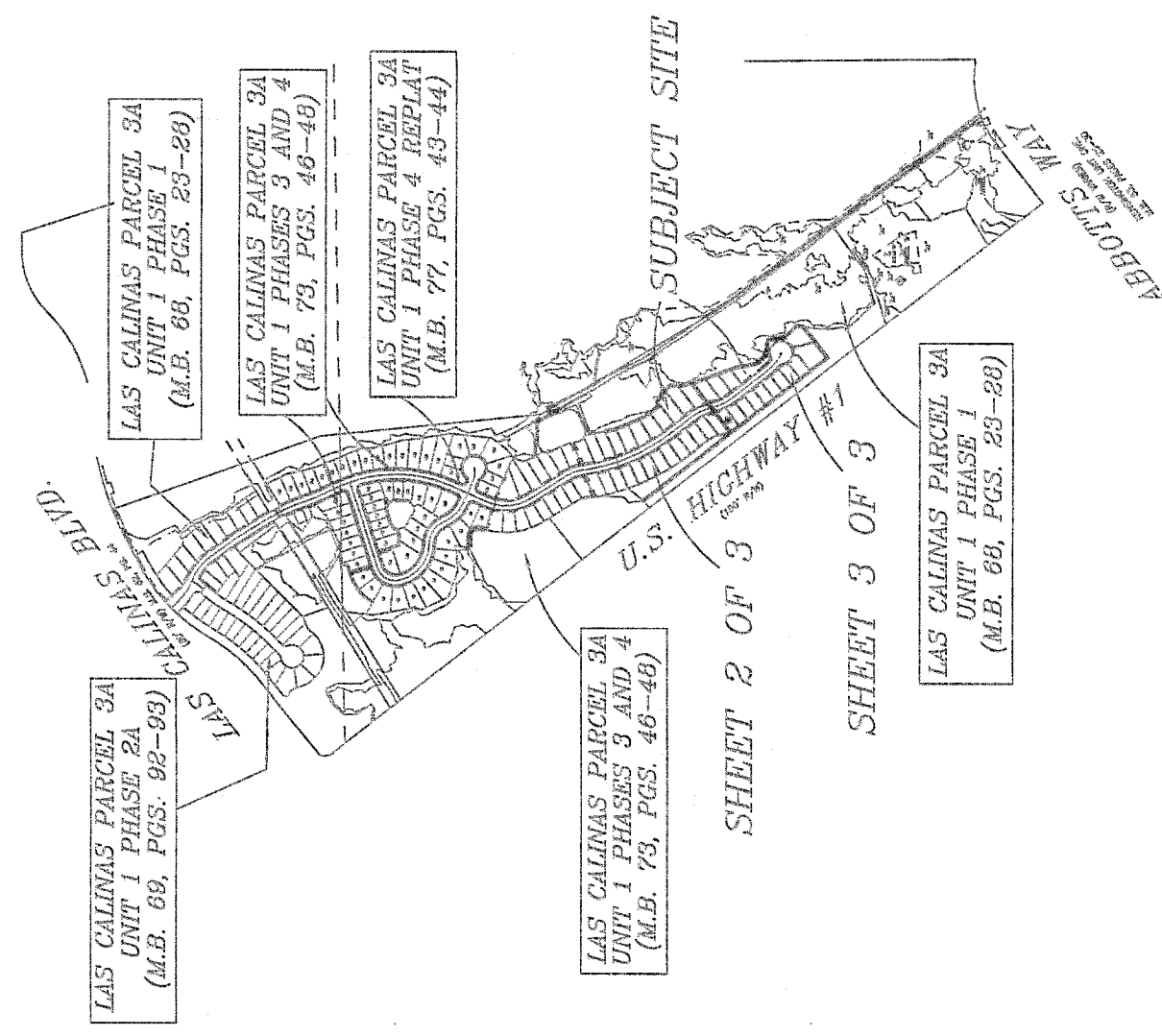
BY: Patricia Gill
PROFESSIONAL LAND SURVEYOR, FL CERTIFICATE NO. 4564

KNOW ALL THINGS PRESENT, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA, AS A LAND SURVEYOR, DOES HEREBY CERTIFY THAT HE/SHE HAS COMPLETED THE SURVEY OF LANDS, AS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER HIS/HER RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS FOR CHAPTER 177, FLORIDA STATUTES, AS AMENDED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH SECTION 177.091 (7), AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE WITH SECTION 177.091 (8).

SIGNED AND SEALED THIS 18th DAY OF February, A.D., 2017.

BY: Thomas X. Grusenmeyer
REGISTERED LAND SURVEYOR NO. 5714

GRUSENMEYER-SCOTT & ASSOC., INC. - LAND SURVEYORS
5400 EAST COLONIAL DRIVE
ORLANDO, FLORIDA 32807
LICENSED BUSINESS NO. 4596



LEGEND
ABBREVIATIONS/SYMBOLS USED IN THIS PLAT

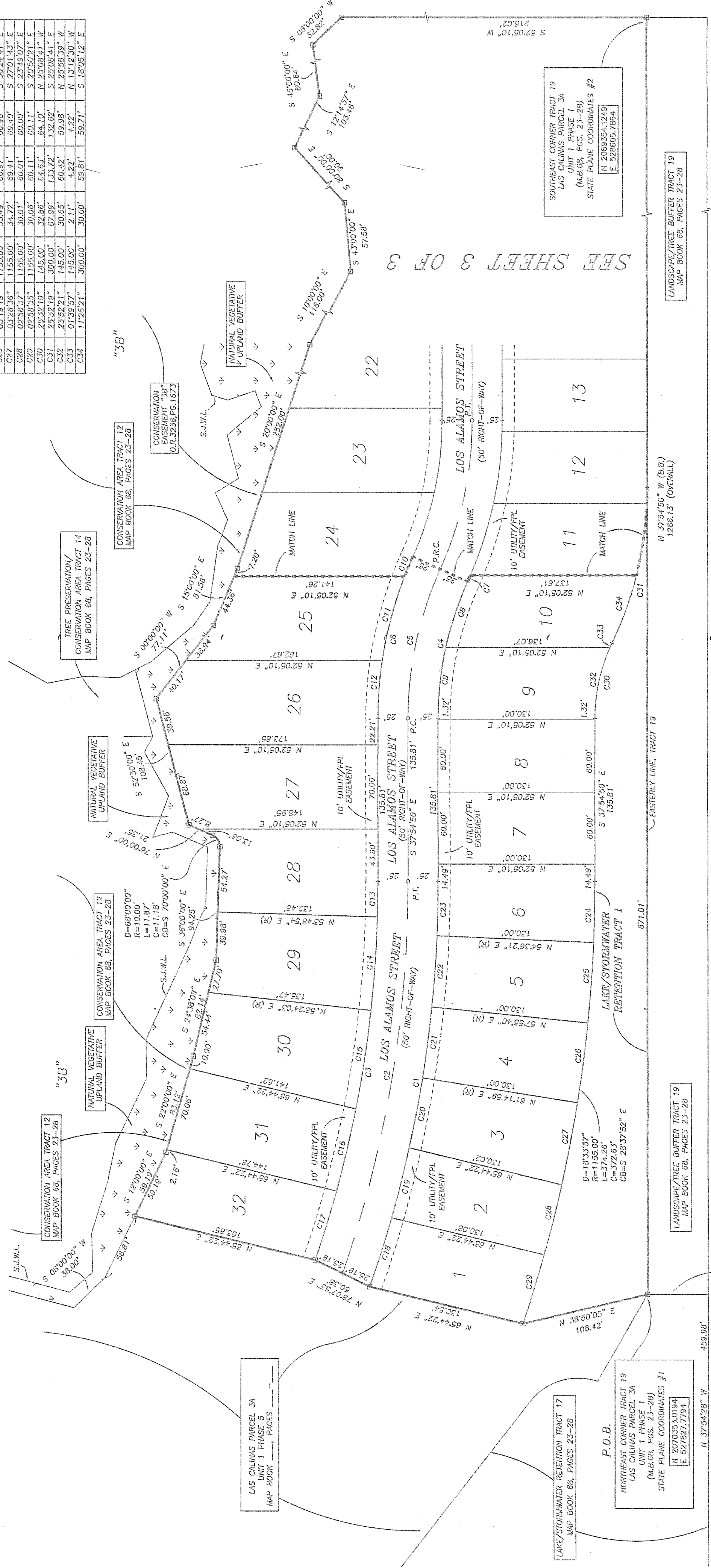
- Set 4"x4" Concrete Monument stamped (PRM LS 4714) (unless otherwise noted)
- B.B. Bearing Base
- D.E. Drainage Easement
- U.D.E. Unobstructed Drainage Easement
- REC Recovered
- P.C. Point of Curvature
- P.T. Point of Tangency
- P.O.B. Point of Beginning
- P.O.C. Point of Commencement
- P.R.C. Point of Reverse Curvature
- P.C.C. Point of Compound Curvature
- P.I. Point of Intersection
- R.P. Radius Point
- (R) Radial
- (C) Calculated/Curve Data
- LI Tabulated Line Data
- FPL / F.P.&L. Florida Power & Light
- D.O.T. Department of Transportation
- S.J.W.L. State Jurisdictional Wetland Line
- M.B. Map Book
- PAGES Pages
- HOA Homeowners Association
- POL Point on Line

UNIT 1 PHASE 6

A PARCEL OF LAND BEING A REPLAT OF A PORTION OF TRACT 7 LAS CALINAS PARCEL 3A UNIT 1 PHASE 1, AS RECORDED IN MAP BOOK 68, PAGES 23 THROUGH 28, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST ST. JOHNS COUNTY, FLORIDA.

CURVE TABLE

Table with columns: CURVE, DELTA, RADIUS, TANGENT, LENGTH, CHORD, CHORD BEARING. Lists curves C1 through C34 with their respective geometric data.



SOUTHEAST CORNER TRACT 19 LAS CALINAS PARCEL 3A UNIT 1 PHASE 1 (M.B. 68, PGS. 23-28) STATE PLANE COORDINATES #2

P.O.B. NORTHEAST CORNER TRACT 19 LAS CALINAS PARCEL 3A UNIT 1 PHASE 1 (M.B. 68, PGS. 23-28) STATE PLANE COORDINATES #1

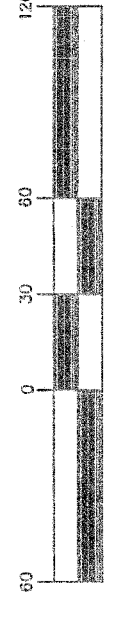
LAKE/STORMWATER RETENTION TRACT 17 MAP BOOK 68, PAGES 23-28

LANDSCAPE/TREE BUFFER TRACT 19 MAP BOOK 68, PAGES 23-28

LANDSCAPE/TREE BUFFER TRACT 19 MAP BOOK 68, PAGES 23-28

U.S. HIGHWAY #1 (150' R/W)

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.

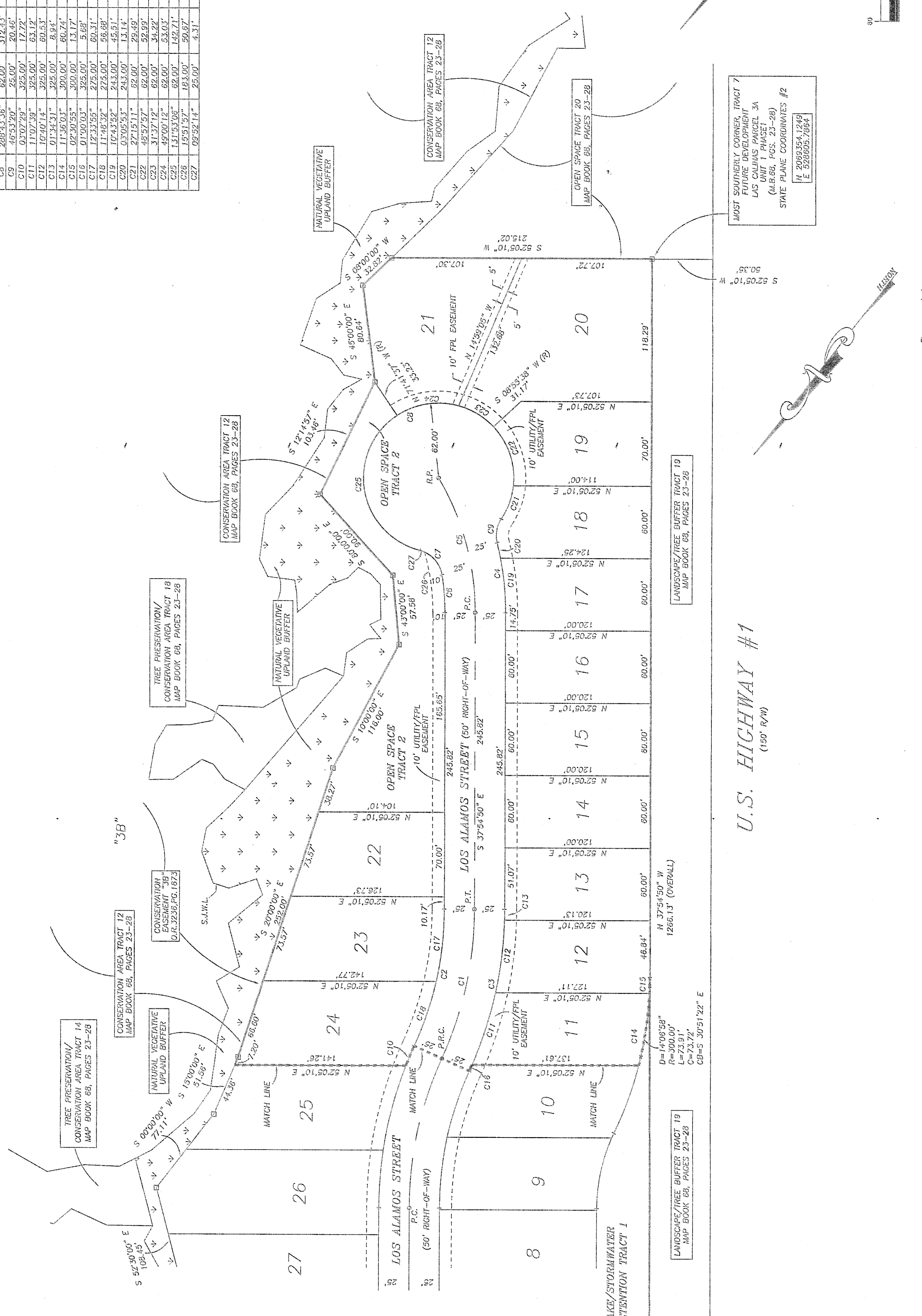
Prepared by: GRUSEMEYER-SCOTT & ASSOCIATES, INC. - LAND SURVEYORS 5400 EAST COLONIAL DRIVE - ORLANDO, FLORIDA 32807 Phone (407) 277-3232 - Fax (407) 658-1436

LAS CALINAS PARCEL 3A
UNIT 1 PHASE 6

A PARCEL OF LAND BEING A REPLAT OF A PORTION OF TRACT 7
LAS CALINAS PARCEL 3A UNIT 1 PHASE 1, AS RECORDED IN MAP BOOK 68,
PAGES 23 THROUGH 28, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA,
LYING WITHIN SECTION 32, TOWNSHIP 5 SOUTH, RANGE 29 EAST
ST. JOHNS COUNTY, FLORIDA.

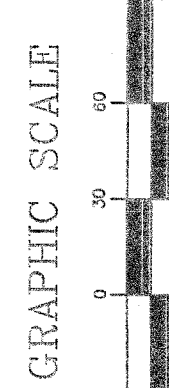
CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	24°22'27"	300.00'	124.62'	126.66'	S 25°43'37" E
C2	24°22'27"	275.00'	116.90'	118.11'	S 25°43'37" E
C3	23°22'24"	325.00'	130.58'	131.66'	S 26°13'38" E
C4	13°49'45"	243.00'	90.55'	98.91'	S 44°49'43" E
C5	30°46'03"	218.00'	117.06'	115.66'	S 53°17'52" E
C6	09°19'37"	193.00'	31.42'	31.58'	S 80°24'39" E
C7	65°20'24"	25.00'	28.95'	27.36'	S 80°24'39" E
C8	288°43'36"	82.00'	312.43'	72.25'	N 30°48'57" E
C9	46°53'20"	25.00'	20.46'	19.89'	N 28°17'55" W
C10	03°07'29"	325.00'	17.72'	17.72'	N 15°06'07" W
C11	11°07'39"	325.00'	63.12'	63.02'	S 20°06'16" E
C12	10°40'14"	325.00'	60.53'	60.44'	S 31°00'12" E
C13	01°34'31"	325.00'	8.94'	8.94'	S 37°07'35" E
C14	11°36'03"	300.00'	60.74'	60.64'	S 29°35'54" E
C15	02°30'55"	300.00'	13.17'	13.17'	S 36°32'23" E
C16	01°00'03"	325.00'	5.69'	5.69'	S 14°02'24" E
C17	12°33'55"	275.00'	60.31'	60.19'	S 31°37'53" E
C18	11°48'32"	275.00'	56.88'	56.56'	S 19°26'59" E
C19	10°43'52"	243.00'	45.51'	45.45'	S 43°16'46" E
C20	03°05'53"	243.00'	13.14'	13.14'	S 50°11'39" E
C21	27°15'11"	82.00'	29.49'	29.21'	S 18°28'50" E
C22	43°57'57"	82.00'	52.39'	51.39'	S 26°35'24" E
C23	31°37'12"	62.00'	34.22'	33.78'	N 53°07'02" E
C24	49°00'12"	62.00'	53.03'	51.43'	N 42°48'20" E
C25	131°53'08"	62.00'	142.71'	133.23'	N 47°58'18" W
C26	15°51'57"	183.00'	50.67'	50.51'	S 45°50'49" E
C27	09°52'14"	25.00'	4.31'	4.30'	N 71°21'16" E



SEE SHEET 2 OF 3

U.S. HIGHWAY #1
(150' R/W)



(IN FEET)
1 inch = 80 ft.
GRUSENMEYER-SCOTT & ASSOCIATES, INC. - LAND SURVEYORS
5400 EAST COLONIAL DRIVE - ORLANDO, FLORIDA 32807
Phone (407) 277-3232 - Fax (407) 658-1436

Prepared by:

D=1406.58"
R=300.00"
L=73.91'
C=73.72"
CB=S 30°51'22" E

LANDSCAPE/TREE BUFFER TRACT 19
MAP BOOK 68, PAGES 23-28

LANDSCAPE/TREE BUFFER TRACT 19
MAP BOOK 68, PAGES 23-28

OPEN SPACE TRACT 20
MAP BOOK 68, PAGES 23-28

CONSERVATION AREA TRACT 12
MAP BOOK 68, PAGES 23-28

TREE PRESERVATION/
CONSERVATION AREA TRACT 18
MAP BOOK 68, PAGES 23-28

CONSERVATION AREA TRACT 12
MAP BOOK 68, PAGES 23-28

MOST SOUTHERLY CORNER, TRACT 7
FUTURE DEVELOPMENT
LAS CALINAS PARCEL 3A
UNIT 1 PHASE 1
(M.B.68, PGS. 23-28)
STATE PLANE COORDINATES #2
N 2069354.1249
E 528605.7864