

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TREATY OAKS SUBDIVISION

THIS DOCUMENT PREPARED BY:

David T. Abraham, Esq.
Brant, Abraham, Reiter, McCormick
& Johnson, P.A.
50 N. Laura Street, Suite 2750
Jacksonville, Florida 32202

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FOR
TREATY OAKS SUBDIVISION

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
TREATY OAKS SUBDIVISION

THIS DECLARATION is made this ____ day of February, 2016, by **DOUBLE EAGLE DEVELOPMENT, LLC**, a Florida limited liability company (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, 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 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 BENEFIT AND OBLIGATION

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 mutual equitable servitudes upon each such parcel in favor of the other parcels, 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 agree to all the 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 **Association**. Treaty Oaks 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 Bylaws are attached as Exhibit "B" and Exhibit "C," respectively.

Section 2.2 **Board**. The Board of Directors of the Association.

Section 2.3 **Common Area**. All real property (including easements, licenses, and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer or the Association, and which the Developer has designated for the common use of the Owners by reference thereto in this Section 2.3, or by executing and recording a Supplementary Declaration pursuant to the terms of Section 5.3

hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit "D" attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

Section 2.4 **Developer.** Double Eagle Development, LLC, a Florida limited liability company and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot 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 (20) feet 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 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit "A" and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.9 **Zoning.** Zoning Ordinance Number 87-37, recorded in Official Records Book 2619, page 1120, as amended by Ordinance 96-16, recorded in P.U.D. Book "I", page 657, by Ordinance Number 98-14, recorded in P.U.D. Book "L", page 762, and by Ordinance Number 2005-122, recorded in Official Records Book 2619, page 1120, all of the public records of St. Johns County, Florida, as enacted by St. Johns County, Florida, as the same may be amended from time to time.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within 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. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and shall include any drainage swales located within the Property.

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, golf courses, 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 and become subject to this Declaration (or its assessment provisions), and 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.** With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. 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 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 three (3) votes for each Lot owned by the Developer. 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:

(i) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Developer (other than builders, contractors, or other persons or entities who purchase a Lot for purposes of constructing improvements thereon to be offered for resale); or

(ii) Such earlier date as the Developer may choose to terminate the Class B Membership upon notice to the Association.

ARTICLE V **COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Developer agrees that all of the Common Area (including any amenity center or recreational facility serving the Property exclusively) owned by Developer shall be conveyed or assigned to the Association (whether by deed or plat dedication), subject to covenants, easements, restrictions and other matters of record, before the date of the first conveyance of a last Lot owned by the Developer to any party. Upon the recordation of any plat, deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

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; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of this Declaration without the approval of Owners holding two-thirds (2/3) of the total votes that are allocated to the Association's members;

(b) All provisions of this Declaration, any plat of all or any parts of the Property, governmental restrictions, including the provisions of the PUD;

(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 to or withdraw land from the Common Area;

(e) Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

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, golf courses, 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 2.3 hereof, or subsequently designated as such by the Developer pursuant to Section 2.3 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 and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area, the Roadways, and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, swales, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. 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 expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.5 Easement for Maintenance Purposes. The Developer hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual, non-exclusive easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including without limitation, the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. By the easement granted hereby, the Association and its successors, assigns, agents and contractors, shall have the right to enter upon any portion of any Lot which is included within the Surface Water or Storm Water Management System, at all reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Storm Water Management System as required by the SJRWMD. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No Owner or other person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD. 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 by the party exercising such rights.

ARTICLE VI **ARCHITECTURAL CONTROL**

Section 6.1 **Architectural Review and Approval.** No residential dwellings, related structures, landscaping, or other improvements of any kind, including without limitation, any dwelling, building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. Each residential dwelling shall: (i) contain not less than 1,800 square feet of air conditioned space (not including garage or storage space), and (ii) include an enclosed garage integral to the design of the dwelling providing for a side entry where feasible. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission; if the ARB does not approve or disapprove within said time frame, the plans and specifications that have been so properly submitted shall be deemed approved. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

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

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Developer shall be entitled to elect or appoint a majority of the members of the Board, only the Developer shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the

Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended, eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Construction by Developer.** No Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Developer in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Construction by the Developer from time to time.

Section 6.6 **Variance.** The Developer, the Board and the ARB, as applicable, may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be

evidenced by a document signed by an authorized representative of the Developer or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer, the ARB, or the Association as contemplated by this Article VI, neither the Developer, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer, the ARB, or the Association.

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, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate, late fees in an amount determined by the Board, 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 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, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including, the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of the Surface Water or Stormwater Management System, including but not limited to work within retention areas, drainage structures drainage easements, and all other

improvements constituting a part of the Surface Water or Stormwater Management System permitted by the SJRWMD under Permit No. 4-109-104797-1 (the "Surface Water Permit") including all operation, sampling, testing, monitoring and maintenance requirements as specified by the Surface Water Permit. Assessments collected by the Association to fund reserves, if any, shall be collected for, and disbursed, as required by law, including without limitation, Section 720.303, Florida Statutes (2013), as the same may be amended from time to time.

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 at the time such special assessment is levied. In the event that following the completion of any project undertaken by the Association that is funded with special assessments, there shall be a surplus of such funds remaining, such surplus shall either be refunded to the Owners on a prorated basis, or transferred to the general operating accounts of the Association, at the sole discretion of the Board.

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) Owners of Lots shall pay a pro rata share of annual and special assessments which shall be allocated among the Owners as provided in subparagraph (b) of this Section 7.3.

(b) All annual and special assessments shall be established at a uniform rate per Lot.

(c) The assessment obligations of each Owner other than the Developer shall commence upon acquisition and conveyance of a Lot to an Owner as evidenced by the recordation of a deed in the 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 annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

(d) Notwithstanding the foregoing to the contrary, until the date that is one (1) year after the conveyance of the first Lot by the Developer, (i) annual assessments (but not any special assessment or any capital contributions) for any Lot shall not exceed \$750.00, and (ii) special assessments otherwise due may be deferred to collection at the closing of a Lot to a third party (non homebuilder) homeowner.

Section 7.4 **Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Developer.** Prior to recording a claim of lien against any Lot, Association shall provide the applicable Owner with notice of delinquency as required by law, including without limitation, the notice required by Section 720.3085, Florida Statutes (2013), as the same may be amended from time to time. 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 any assessment installment 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. The Association may 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 manner prescribed by law, including without limitation, Section 720.3085, Florida Statutes (2013), as the same may be amended from time to time. There shall be added to the amount of such delinquent assessment the costs 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 the 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. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Developer shall not be subject to any annual 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 (excluding costs of major repairs, deferred maintenance, replacements, and reserves) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board pursuant to this Declaration, and collection of any other income due to the Association. 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 conveyance of the first Lot in the Property to an Owner other than the Developer and shall continue until (i) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Developer's agreement to pay operating deficits, 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 **Ongoing Capital Contribution.** At the time of the first sale or other conveyance of a Lot, the buyer of the Lot shall make a capital contribution to the Association in the amount of Five Hundred Fifty 00/100 Dollars (\$550.00). This amount shall be due at the time of closing or transfer. Any amounts so collected may be used by Association for such purposes as the Board exercising its business judgment deems necessary or convenient. Notwithstanding the foregoing to the contrary, a residential home builder who (i) has purchased not less than sixty (60) Lots and (ii) is developing such Lots with completed residential dwellings in the Property for sale in the normal course of business, is entitled to defer the payment of any capital contribution attributable to such Lot upon the earlier of sale or lease of the Lot by such builder to a third party.

ARTICLE VIII

EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion 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, and exterior building surfaces, and 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 **Assessments 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. 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 7.3, 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.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility

supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2 **Sewage System.** The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of the sewer lines serving the Owner's Lot in accordance with the requirements of the applicable utility provider, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by such utility provider. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

Section 9.3 **Garbage Collection.**

9.3.1 Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. 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. In addition to the foregoing, each Owner of a Lot with a finished home shall be responsible for any initial waste fees that may be imposed by St. Johns County, Florida or other applicable governing authority upon the conveyance of the finished home on the Lot.

9.3.2 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, if any, 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, water, sewer, and any other utility services for service to such Lot.

ARTICLE X
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 10.1 **Residential Use.** Except as otherwise provided herein, the Lots subject to this Declaration may be used for residential dwellings and for no other purpose, and no business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Notwithstanding the foregoing sentence, a residential home builder who (i) has purchased not less than sixty (60) Lots and (ii) is developing such Lots with completed residential dwellings in the Property for sale in the normal course of business, may, subject to approval of the Developer and subject to all applicable laws, rules and ordinances applicable to the Property, utilize one or more of such Lots for a model home during the development and sale of Lots within the Property or other properties, and may, within any one such model home, utilize such model home as a sales office for such homes. 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.

Section 10.2 **Living Area.** Each detached single family residence constructed upon a Lot shall contain a minimum of one thousand eight hundred (1,800) square feet of heated and air conditioned living area.

Section 10.3 **No Detached Buildings.** No detached building or other structure, including garages, tool or storage sheds, tents, trailers, tanks, or any temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer, the ARB or the Board, as applicable.

Section 10.4 **Easement Areas.** No dwelling 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 Section 11.1 of this Declaration.

Section 10.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

10.5.1 Except for landscaping installed by the Developer, a detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of Construction of a residence on such Lot. All landscaping plans shall meet or exceed St. Johns County Florida codes and regulations as they pertain to landscaping. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine grass will be required as set forth in the architectural criteria established pursuant to Article VI hereof. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

10.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.5.1 above, within thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.6 **Boats, Recreational Vehicles, and Commercial Vehicles.** The storage and placement of a boat, travel trailer, motor home or a recreational vehicle shall not be permitted upon a Lot. Commercial vehicles, boats, travel trailers, motor homes or recreational

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 an area designated by the Developer.

Section 10.7 **Nuisances**. Nothing shall be done or maintained on any Lot which may be 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 Board, 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 **Antenna**. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Developer or the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction.

Section 10.9 **Lakes**. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of 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 Owner of such lake parcel pursuant to the provisions of Article VIII 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 such embankments unless and until same shall have been approved by the Developer and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to 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 13.10 HEREOF.

Section 10.10 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the approved plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time, not to exceed sixty (60) days from the date of such damage or destruction unless otherwise approved by Developer or the Board.

Section 10.11 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer, except for trees located within an approved building pad, and the area within five (5) feet of such building pad.

Section 10.12 **Artificial 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 ARB.

Section 10.13 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Association; provided however, directional signage to be used during the construction of homes within the Property shall be solely subject to the approval of the Developer.

Section 10.14 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.15 **Animals.** Unless otherwise approved in writing by the Developer, the Board or the ARB, as applicable, no animals, livestock, reptiles or poultry of any kind shall be raised, bred, or kept on any Lot except up to two (2) dogs and/or two (2) cats. All animals shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.16 **Maintenance of Lots and Limited Common Areas.** After construction of improvements on a Lot has commenced, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and any improvements constructed 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 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 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 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.** Except as approved by the Developer as part of Construction, or as subsequently approved by the ARB, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 10.18 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19 **Window Air Conditioning.** No window air conditioning units shall be installed on any building within the Property.

Section 10.20 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, 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 10.21 **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 10.22 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH ANY APPLICABLE PERMITS ISSUED BY THE ACOE AND PERMIT NUMBER 40-109-134437-1 ISSUED BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE 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 PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

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

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 11.1 **Easements 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 utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) 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 five (5) feet in width along the front, rear and sides 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 shall 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 to 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 the plat or reserved in this Declaration. Except as provided herein, existing

drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

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 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 any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes**. The Developer reserves for itself, 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 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 houses and/or other structures upon Lots owned by the Developer, which it 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**. 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 and are hereby granted the non-exclusive and perpetual right of vehicular and pedestrian ingress and egress over and across all paved areas located within the real property more particularly described on Exhibit "E" attached hereto and made a part hereof (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 Declarations 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 Board, 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 referenced in this Article XII including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer or the Board would or might result in damage to the Roadways or pavement or other improvements, or create a nuisance for the residents, and the right, but no obligation, to control and prohibit parking on all or any part 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 Board, obstruct the vision of a motorist upon any of the Roadways referenced in this Article XII. 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 12.2 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 St. Johns County, Florida 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 hereof without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.1 Remedies for Violations.

13.1.1 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; or (ii) to maintain any proceeding 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. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or the SJRWMD, and it shall be the Association's responsibility to assist the ACOE or the SJRWMD in any such enforcement proceedings. In the event litigation shall be brought by any party to

enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-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, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

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

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. No member of the Rules Enforcement Committee shall participate in the review of any infraction in which such member is alleged to have participated.

Section 13.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 **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 standards established by this Declaration.

Section 13.4 **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 any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 **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. Further, until such time as the Owners other than the Developer shall have the right to elect a majority of the Board, 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 amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to any applicable ACOE permit, must have prior written approval of ACOE. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD. Any amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the public records of St. Johns County, Florida.

Section 13.6 **Assignment of Permit Responsibilities and Indemnification.** In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System and the Permits. The Developer hereby assigns to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable Permits and the plat of the Subdivision and for compliance with any applicable ACOE permit. Subsequent to the termination of the Class B Membership, the Association shall indemnify, defend and hold the Developer harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.7 **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 both the Articles and Bylaws.

Section 13.8 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.9 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 13.10 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE ASSOCIATION, NOR 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 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 AND NATURAL AREAS 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

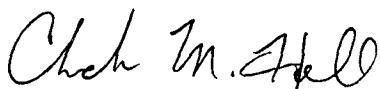
MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE 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.

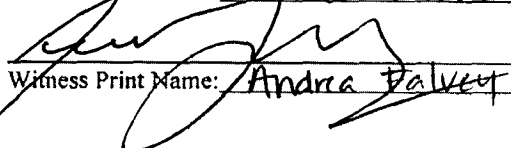
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 10th day of February, 2016.

DOUBLE EAGLE DEVELOPMENT, LLC,
a Florida limited liability company

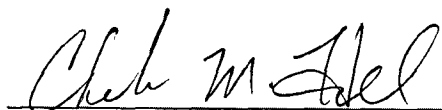
By: EAST WIND PROPERTIES, LLC,
a Florida limited liability company
Its: Manager



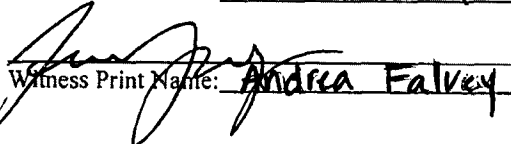
Witness Print Name: Charles M. Hall




Witness Print Name: Andrea Falvey




Witness Print Name: Charles M. Hall



Witness Print Name: Andrea Falvey

By: 
Victor J. Narusas
Its: Manager

By: WG PITTS COMPANY, a Florida
corporation
Its: Manager

By: 
William G. Pitts
Its: President

STATE OF FLORIDA
COUNTY OF Duval

This instrument was acknowledged before me this 10th day of February, 2016, by Victor J. Narusas, as Manager of East Wind Properties, LLC, a Florida limited liability company, as Manager of Double Eagle Development, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or, who has produced _____ as identification.



Stacy Turner Johnson
Notary Public
State of Florida, at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF Duval

This instrument was acknowledged before me this 10th day of February, 2016, by William G. Pitts, as President of WG Pitts Company, a Florida corporation, as Manager of Double Eagle Development, LLC, a Florida limited liability company, on behalf of such corporation, who is personally known to me or, who has produced _____ as identification.



Stacy Turner Johnson
Notary Public
State of Florida, at Large
My Commission Expires:

CONSENT AND JOINDER OF ASSOCIATION

The undersigned, Treaty Oaks Association, Inc. ("Association"), hereby consents and joins in the foregoing Declaration of Covenants and Restrictions executed by Double Eagle Development, LLC, a Florida limited liability company.

IN WITNESS WHEREOF, this Consent and Joinder of Association is executed by the undersigned on this 10th day of February, 2016.

Signed, sealed and delivered
in the presence of:

TREATY OAKS ASSOCIATION, INC.,
a Florida not for profit corporation

Ch M Hall

Charles M Hall
(Print Name)

Andrea Falvey

Andrea Falvey
(Print Name)

By: Victor Narusas

Victor Narusas

Its: President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of February, 2016, by Victor Narusas, as President of Treaty Oaks Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Stacy Turner Johnson

(Print Name)

NOTARY PUBLIC, State of
Florida at Large
Commission # _____



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, FL Property Portfolio 1, LLC ("Mortgagee") the Mortgagee under that certain Mortgage dated May 16, 2014, and recorded in Official Records Book 3881, beginning at Page 1400, of the current public records of St. Johns County, Florida (the "Mortgage"), hereby consents and joins in the foregoing Declaration of Covenants and Restrictions executed by Double Eagle Development, LLC, a Florida limited liability company, and subordinates the lien of the Mortgage encumbering all or any part of the Property as described on Exhibit "A" attached hereto to the foregoing.

IN WITNESS WHEREOF, this Consent and Joinder of Mortgagee is executed by the undersigned on this 11th day of February, 2016.

Signed, sealed and delivered
in the presence of:

FL PROPERTY PORTFOLIO 1, LLC,
a Florida limited liability company

Timothy L. Harvey
(Print Name)
David T. Abraham
(Print Name)

By: [Signature]
Name: Christopher West
Its: Manager

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 11th day of February, 2016, by Christopher West, as manager of FL Property Portfolio 1, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who produced FDL [REDACTED] as identification.

David T. Abraham
(Print Name)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, 207 Investment Company, LLC ("Mortgagee") the Mortgagee under that certain Mortgage dated November 14, 2014, and recorded in Official Records Book 3953, beginning at Page 1806, of the current public records of St. Johns County, Florida (the "Mortgage"), hereby consents and joins in the foregoing Declaration of Covenants and Restrictions executed by Double Eagle Development, LLC, a Florida limited liability company, and subordinates the lien of the Mortgage encumbering all or any part of the Property as described on Exhibit "A" attached hereto to the foregoing.

IN WITNESS WHEREOF, this Consent and Joinder of Mortgagee is executed by the undersigned on this 11th day of February, 2016.

Signed, sealed and delivered
in the presence of:

207 INVESTMENT COMPANY, LLC,
a Florida limited liability company

Timothy L. Harvey
TIMOTHY L. HARVEY
(Print Name)
David T. Abraham
DAVID T. ABRAHAM
(Print Name)

By: [Signature]
Name: Christopher West
Its: Manager

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 11th day of February, 2016, by Christopher West, as manager of 207 Investment Company, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me or who produced Fl. Drivers License as identification.

David T. Abraham
(Print Name)

NOTARY PUBLIC, State of
Florida at Large
Commission # _____

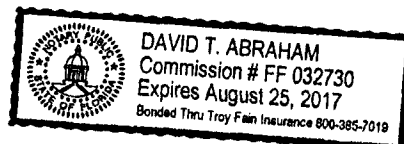


EXHIBIT "A"Legal Description of the Property**TREATY OAKS PHASE 1 UNIT 1**

PART OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA

CAPTION:**PARCEL A**

A PORTION OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (A VARIABLE WIDTH RIGHT OF WAY); THENCE SOUTH 36° 22' 09" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207, A DISTANCE OF 269.93 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF BRINKHOFF ROAD (A 100 FOOT RIGHT OF WAY); THENCE SOUTH 53° 37' 51" EAST, ALONG SAID BRINKHOFF ROAD, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG SAID WESTERLY AND THE SOUTHERLY RIGHT OF WAY LINE OF BRINKHOFF ROAD: COURSE NO. 1, SOUTH 53° 37' 51" EAST, 1.73 FEET TO A POINT OF CURVATURE; COURSE NO. 2, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 189.74 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26° 27' 12" EAST, 182.70 FEET; COURSE NO. 3, SOUTH 00° 43' 27" WEST, 339.18 FEET TO A POINT OF CURVATURE; COURSE NO. 4, RUN IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 957.50 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44° 59' 35" EAST, 859.08 FEET; COURSE NO. 5, NORTH 89° 17' 23" EAST, 230.88 FEET; THENCE SOUTH 00° 13' 32" WEST, A DISTANCE OF 432.11 FEET; THENCE NORTH 89° 46' 28" WEST, A DISTANCE OF 156.53 FEET; THENCE NORTH 64° 59' 13" WEST, A DISTANCE OF 117.66 FEET TO A POINT ON A CURVE; RUN THENCE IN SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 295.00 FEET, AN ARC DISTANCE OF 118.48 FEET TO A POINT OF REVERSE CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE SOUTH 36° 31' 07" WEST, 117.68 FEET; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 35.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07° 31' 07" WEST, 32.48 FEET; THENCE SOUTH 78° 59' 09" WEST, A DISTANCE OF 53.92 FEET TO A POINT OF CURVATURE; RUN THENCE IN A WESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 34.47 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 72° 29' 13" WEST, 31.80 FEET; THENCE SOUTH 68° 00' 47" WEST, A DISTANCE OF 140.38 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 90.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56° 30' 47" WEST, 89.72 FEET; THENCE SOUTH 45° 00' 47" WEST, A DISTANCE OF 158.00 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 225.00 FEET, AN ARC DISTANCE OF 108.36 FEET TO A POINT ON SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31° 12' 58" WEST, 107.32 FEET; THENCE NORTH 72° 34' 51" WEST, A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 76.34 FEET TO A POINT ON SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 09° 27' 58" WEST, 76.10 FEET; THENCE NORTH 88° 29' 13" WEST, A DISTANCE OF 122.10 FEET; THENCE NORTH 47° 33' 54" EAST, A DISTANCE OF 38.40 FEET; THENCE NORTH 62° 59' 13" WEST, A DISTANCE OF 60.00 FEET; THENCE NORTH 70° 03' 14" WEST, A DISTANCE OF 44.74 FEET; THENCE NORTH 89° 59' 13" WEST, A DISTANCE OF 74.47 FEET TO A POINT ON A CURVE; RUN THENCE IN A NORTHERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 275.00 FEET, AN ARC DISTANCE OF 17.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 01° 45' 32" WEST, 17.01 FEET; THENCE NORTH 89° 59' 13" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 00° 00' 47" EAST, A DISTANCE OF 80.00 FEET; THENCE NORTH 89° 59' 13" WEST, A DISTANCE OF 130.42 FEET; THENCE NORTH 00° 42' 27" EAST, A DISTANCE OF 723.13 FEET; THENCE NORTH 88° 58' 38" EAST, A DISTANCE OF 420.58 FEET; THENCE NORTH 00° 41' 54" EAST, A DISTANCE OF 958.48 FEET; THENCE NORTH 50° 55' 09" WEST, A DISTANCE OF 89.16 FEET; THENCE SOUTH 39° 04' 51" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 50° 55' 09" WEST, A DISTANCE OF 31.42 FEET; THENCE NORTH 36° 22' 09" EAST, A DISTANCE OF 80.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 21.40 ACRES, MORE OR LESS.

PARCEL B

A PORTION OF SECTION 3, TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 3, WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207 (A VARIABLE WIDTH RIGHT OF WAY); THENCE SOUTH 36° 22' 09" WEST, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD NO. 207, A DISTANCE OF 169.93 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF BRINKHOFF ROAD (A 100 FOOT RIGHT OF WAY); THENCE SOUTH 53° 37' 51" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF BRINKHOFF ROAD, A DISTANCE OF 16.73 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID EASTERLY RIGHT OF WAY LINE OF BRINKHOFF ROAD, SAID CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 300.00 FEET, AN ARC DISTANCE OF 284.60 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 26° 27' 12" EAST, 274.05 FEET; THENCE SOUTH 00° 43' 27" WEST, CONTINUING ALONG LAST SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 59.80 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN SOUTH 89° 13' 54" EAST, DEPARTING SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 240.00 FEET; THENCE SOUTH 00° 00' 47" WEST, A DISTANCE OF 576.89 FEET; THENCE SOUTH 89° 59' 13" EAST, A DISTANCE OF 615.23 FEET; THENCE SOUTH 55° 12' 07" EAST, A DISTANCE OF 260.00 FEET; THENCE SOUTH 00° 42' 37" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID BRINKHOFF ROAD; RUN THENCE THE FOLLOWING THREE (3) COURSES AND DISTANCES ALONG THE NORTHERLY AND EASTERLY RIGHT OF WAY LINE OF SAID BRINKHOFF ROAD: COURSE NO. 1, SOUTH 89° 17' 23" WEST, 566.62 FEET TO A POINT OF CURVATURE; COURSE NO. 2, RUN IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET, AN ARC DISTANCE OF 797.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44° 59' 35" WEST, 715.90 FEET; COURSE NO. 3, NORTH 00° 43' 27" EAST, 279.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.64 ACRES, MORE OR LESS.

EXHIBIT "B"

**Electronic Articles of Incorporation
For**

N14000007929
FILED
August 26, 2014
Sec. Of State
mdickey

TREATY OAKS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

TREATY OAKS ASSOCIATION, INC.

Article II

The principal place of business address:

9250 BAYMEADOWS ROAD
SUITE 120
JACKSONVILLE, FL. 32256

The mailing address of the corporation is:

9250 BAYMEADOWS ROAD
SUITE 120
JACKSONVILLE, FL. 32256

Article III

The specific purpose for which this corporation is organized is:

HOA - HOME OWNERS ASSOCIATION

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

DOUBLE EAGLE DEVELOPMENT, LLC
9250 BAYMEADOWS ROAD
SUITE 120
JACKSONVILLE, FL. 32256

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: VICTOR NARUSAS

N14000007929
FILED
August 26, 2014
Sec. Of State
mdickey

Article VI

The name and address of the incorporator is:

VICTOR NARUSAS
9250 BAYMEADOWS ROAD
SUITE 120
JACKSONVILLE, FL 32256

Electronic Signature of Incorporator: VICTOR NARUSAS

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: MGR
VICTOR NARUSAS
9250 BAYMEADOWS ROAD
JACKSONVILLE, FL. 32256

Article VIII

The effective date for this corporation shall be:

08/21/2014

Articles of Amendment
to
Articles of Incorporation
of

FILED
SECRETARY OF STATE
14 SEP 29 PM 12:38
TALLAHASSEE, FLORIDA

Treaty Oaks Association, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N14000007929

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.

**B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)**

N/A

**C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)**

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent: N/A

(Florida street address)

New Registered Office Address:

N/A

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	N/A	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add	_____	_____	_____
<input type="checkbox"/> Remove	_____	_____	_____

Purpose and Powers of the Association

The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-109-104797-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

Dissolution

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 62-330.310 F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Existence and Duration

Existence of the Association shall commence with the filing of these

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: ASAP
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 9-22-2014

Signature _____

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Victor Narusas

(Typed or printed name of person signing)

President

(Title of person signing)

EXHIBIT "C"

BY-LAWS
OF
TREATY OAKS ASSOCIATION, INC.

ARTICLE I - OFFICES

The principal office of Treaty Oaks Association, Inc. (the "Corporation"), shall be in the City of Jacksonville, County of Duval, State of Florida. The Corporation may also have offices at such other places within or without this state as the Board may from time to time determine or the business of the Corporation may require.

ARTICLE II - PURPOSES

The purposes for which this Corporation has been organized are as follows:

The promote the health, safety and general welfare of the residents within that tract of land in St. Johns County, Florida, subject to the provisions of that Declaration of Covenants and Restrictions for Treaty Oaks recorded or to be recorded in the public records of St. Johns County, Florida, as amended from time to time (the "Covenants and Restrictions"), as well as any other lands which may hereafter be brought within the Corporation's jurisdiction.

The purposes and powers of the Corporation are more fully described in Article III of the Articles of Incorporation of Treaty Oaks Association, Inc., filed on August 26, 2014, with the Secretary of State, Tallahassee, Florida, under Charter #14000002929. The Corporation shall have such rights and be governed by such obligations, as are set forth in Chapter 720, Florida Statutes (2013), which are incorporated herein by reference. In the event of conflict, such provisions shall control.

ARTICLE III - MEMBERSHIP

1. QUALIFICATIONS FOR MEMBERSHIP:

The members shall consist of the owners of property within Treaty Oaks, and all such owners shall be members of the Corporation.

2. MEMBERSHIP MEETINGS:

The annual membership meeting of the Corporation shall be held on the 3rd week in February each year. The Secretary shall cause to be mailed to every member in good standing at his or her address as it appears on the membership roll book of the Corporation, a notice stating the time and place of the annual meeting.

Regular meetings of the Corporation shall be held at the time and place designated in the notice of said meetings.

The presence at any membership meeting of not less than fifty percent of the members shall constitute a quorum and shall be necessary to conduct the business of the Corporation; however, a lesser number may adjourn the meeting for a period of not more than two weeks from the date scheduled by the By-Laws, and the Secretary shall

cause a notice of the re-scheduled date of the meeting to be sent to those members who were not present at the meeting originally called. A quorum as hereinbefore set forth shall be required at any adjourned meeting.

A membership roll showing the list of members as of the record date, certified by the Secretary of the Corporation, shall be produced at any meeting of members upon the request therefore of any member who has given written notice to the Corporation that such request will be made at least ten days prior to such meeting.

All persons appearing on such membership roll shall be entitled to vote at the meeting.

3. SPECIAL MEETINGS:

Special meetings of the Corporation may be called by the Directors. The Secretary shall cause a notice of such meeting to be mailed to all members at their addresses as they appear in the membership roll book at least ten days but not more than fifty days before the scheduled date of such meeting. Such notice shall state the date, time, place and purpose of the meeting and by whom called.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

4. FIXING RECORD DATE:

For the purpose of determining the members entitled to notice of or to vote at any meeting of members or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining the members entitled to receive any distribution or any allotment of any rights, or for the purpose of any other action, the Board shall fix, in advance, a date as the record date for any such determination of members. Such date shall not be more than fifty nor less than ten days before any such meeting, nor more than fifty days prior to any other action.

5. ACTION BY MEMBERS WITH A MEETING:

Whenever members are required or permitted to, take any action by vote, such action may be taken without a meeting by written consent, setting forth the action so taken, signed by all the members entitled to vote thereon.

6. PROXIES:

Every member entitled to vote at a meeting of members or the express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

Every proxy must be signed by the member or his or her attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the member executing it, except as otherwise provided by law.

7. ORDER OF BUSINESS:

the order of business at all meetings of members shall be as follows:

1. Roll call
2. Reading of the minutes of the preceding meeting
3. Reports of committees
4. Reports of officers
5. Old and unfinished business
6. New business
7. Good and welfare
8. Adjournments

ARTICLE IV - DIRECTORS

1. MANAGEMENT OF THE CORPORATION:

The Corporation shall be managed by the Board of Directors, which shall consist of not less than three Directors. Each Director shall be at least nineteen years of age.

2. ELECTION AND TERM OF DIRECTORS:

At each annual meeting of members the membership shall elect Directors to hold office until the next annual meeting. Each Director shall hold office until the expiration of the term for which he was elected and until his successor has been elected and shall have qualified, or until his prior resignation or removal.

Notwithstanding the foregoing to the contrary, the "Developer", as defined in the Covenants and Restrictions, is entitled to elect at least one member of the Board of the Directors of the Corporation as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the lots in all phases of Treaty Oaks. Members other than Developer entitled to elect at least a majority of the Members of the Board of Directors of the Corporation when the earlier of the following events occurs:

- A. Three months after 90% of the parcels and all phases of the community that will ultimately be operated by the Corporation have been conveyed to Members;
- B. Such other percentage of the parcels has been conveyed to Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

- C. Upon the Developer abandoning or deserting its responsibilities to maintain and complete the amenities infrastructure as disclosed in the governing documents;
- D. Upon the Developer filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code;
- E. Upon the Developer losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or
- F. Upon a receiver for the Developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Corporation or its Members.

3. INCREASE OR DECREASE IN NUMBER OF DIRECTORS:

The number of Directors may be increased or decreased by vote of the members or by a vote of a majority of all of the Directors. No decrease in number of Directors shall shorten the term of any incumbent Director.

4. NEWLY CREATED DIRECTORSHIPS AND VACANCIES:

Newly created directorships resulting from an increase in the number of Directors and vacancies occurring in the Board for any reason except the removal of Directors without cause may be filled by a vote of a majority of the Directors then in office, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. Vacancies occurring by reason of the removal of Directors without cause shall be filled by vote of the members. A Director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office of the unexpired term of his predecessor.

5. REMOVAL OF DIRECTORS.

Any or all of the Directors may be removed for cause by vote of the members or by action of the Board. Directors may be removed without cause only by vote of the members.

6. RESIGNATION:

A Director may resign at any time by giving written notice to the Board, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. QUORUM OF DIRECTORS:

Unless otherwise provided in the certificate of incorporation, a majority of the entire board shall constitute a quorum for the transaction of business or of any specified item of business.

8. ACTION OF THE BOARD:

Unless otherwise required by law, the vote of a majority of the directors present at the time of the vote, if a quorum is present at such time, shall be the act of the board. Each director present shall have one vote.

9. PLACE AND TIME OF BOARD MEETINGS:

The board may hold its meetings at the office of the Corporation or at such other places, either within or without the state, as it may from time to time determine.

10. REGULAR ANNUAL MEETING:

A regular annual meeting of the board shall be held immediately following the annual meeting of members at the place of such annual meeting of members.

11. NOTICE OF MEETINGS OF THE BOARD, ADJOURNMENT:

Regular meetings of the board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the board shall be held upon notice to the directors and may be called by the president upon three days' notice to each director either personally or by mail or by wire; special meetings shall be called by the resident or by the secretary in a like manner on written request of two directors. Notice of a meeting need not be given to any director who submits a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting prior thereto, or at its commencement, the lack of notice to him.

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all directors who were absent at the time of the adjournment, and unless such time and place are announced at the meeting, to the other directors.

12. CHAIRMAN:

At all meetings of the board the President, or in his absence, a Chairman chosen by the board shall preside.

13. EXECUTIVE AND OTHER COMMITTEES:

The board, by resolution adopted by a majority of the entire board, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the board.

ARTICLE V - OFFICERS

1. OFFICES, ELECTION, TERM:

Unless otherwise provided for in the certificate of incorporation, the board may elect or appoint a president, one or more vice-presidents, a secretary and a treasurer, and such other officers as it may determine, who shall have such duties, powers and functions as hereinafter provided. All officers shall be elected or appointed to hold office until the meeting of the board following the annual meeting of members. Each officer shall hold office for the term for which he is elected or appointed and until his successor has been elected or appointed and qualified.

2. REMOVAL, RESIGNATION, SALARY:

Any officer elected or appointed by the board may be removed by the board with or without cause. In the event of the death, resignation or removal of an officer, the board in its discretion may elect or appoint a successor to fill the unexpired term. Any two or more offices may be held by the same person, except the offices of president and secretary. The salaries of all officers shall be fixed by the board.

3. PRESIDENT:

The president shall be the chief executive officer of the Corporation; he shall preside at all meetings of the members and of the board; he shall have the general management of the affairs of the Corporation and shall see that all orders and resolutions of the board are carried into effect.

4. VICE-PRESIDENTS:

During the absence or disability of the president, the vice-president, or if there are more than one, the executive vice-president, shall have all the powers and functions of the president. Each vice-president shall perform such other duties as the board shall prescribe.

5. TREASURER:

The treasurer shall have the care and custody of all the funds and securities of the Corporation and shall deposit said funds in the name of the Corporation in such bank or trust company as the directors may elect; he shall, when duly authorized by the board of directors, sign and execute all contracts in the name of the Corporation, when countersigned by the president; he shall also sign all checks, drafts, notes and orders for the payment of money, which shall be duly authorized by the board of directors and shall be countersigned by the president; he shall at all reasonable times exhibit the

books and accounts to any director or member of the Corporation upon application at the office of the Corporation during ordinary business hours. At the end of each corporate year, he shall have an audit of the accounts of the Corporation made by a committee appointed by the president and shall present such audit in writing at the annual meeting of the members, at which time he shall also present an annual report setting forth in full the financial conditions of the Corporation.

6. ASSISTANT TREASURER:

During the absence or disability of the treasurer, the assistant treasurer, or if there are more than one, the one so designated by the secretary or by the board shall have the powers and functions of the treasurer.

7. SECRETARY:

The secretary shall keep the minutes of the board of directors and also the minutes of the members. He shall have the custody of the seal of the Corporation and shall affix and attest the same to documents when duly authorized by the board of directors. He shall attend to the giving and serving of all notices of the Corporation and shall have charge of such books and papers as the board of directors may direct; he shall attend to such correspondence as may be assigned to him and perform all the duties incidental to the office. He shall keep a membership roll containing the names, alphabetically arranged, of all persons who are members of the Corporation, showing their places of residence and the time when they became members.

8. ASSISTANT SECRETARIES:

During the absence or disability of the secretary, the assistant secretary, or if there are more than one, the one so designated by the secretary or by the board, shall have all the powers and functions of the secretary.

9. SURETIES AND BONDS:

In case the board shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the board may direct, conditioned upon the faithful performance of his duties to the Corporation, and including responsibility for negligence and for the accounting for all property, funds or securities of the Corporation which may come into his hands.

ARTICLE VI - SEAL

The seal of the Corporation shall have the name of the Corporation, and may be a facsimile, engraved, printed or impression seal.

ARTICLE VII - CONSTRUCTION

If there be any conflict between the provisions of the certificate of incorporation and these by-laws, the provisions of the certificate of incorporation shall govern.

ARTICLE VIII - AMENDMENTS

The by-laws may be adopted, amended or repealed by the members at the time are entitled to vote in the election of directors. By-laws may also be adopted, amended or repealed by the board of directors, but any by-law adopted, amended or repealed by the board may be amended by the members entitled to vote thereon as hereinbefore provided.

If any by-law regulating an impending election of directors is adopted, amended or repealed by the board, there shall be set forth in the notice of the next meeting of members for the election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

00094579.DOC

EXHIBIT "D"

Common Area

In accordance with the Plat recorded January 28, 2016, in Map Book 78, Page 28, public records of St. Johns County, Florida.

EXHIBIT "E"

Roadways

In accordance with the Plat recorded Janury 28, 2016, in Map Book 78, Page 28, public records of St. Johns County, Florida.