

This Instrument Prepared By:
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FN: 4-07-155

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAS OF CASA BAY**

THIS DECLARATION ("Declaration") made this 23rd day of May, 2011, by PUTNAM STATE BANK, a state banking corporation, hereinafter referred to as "Developer".

PRELIMINARY STATEMENT

A. Developer is the owner of the real property described below, situated, lying and being in St. Johns County, Florida; and

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

C. Developer desires to place covenants and restrictions of record as to such real property and to limit the use of the real property as set forth in this Declaration; and

D. Developer deems it desirable to create a not-for-profit corporation to manage the real property and to own, maintain and administer all the Common Property as defined below to administer and enforce the easements, covenants, conditions, restrictions and limitations set forth in this Declaration and to collect and disburse the assessments created under this Declaration.

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

**ALL OF VILLAS OF CASA BAY, REPLAT,
ACCORDING TO THE PLAT THEREOF
RECORDED IN MAP BOOK 66, PAGE 98, OF THE
PUBLIC RECORDS OF ST. JOHNS COUNTY,
FLORIDA ("THE PROPERTY")**

shall be held, sold and conveyed, subject to the following easements, covenants,

conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with the Property and binding on all parties having any right, title or interest in the real Property described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

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

1.1 "Architectural Review Committee" or "Committee" shall mean and refer to a committee responsible for reviewing and approving or rejecting plans and specifications for Proposed Improvements on the Property in accordance with Article IV. Prior to Turnover, as defined below, the Committee shall be composed of the Developer and such agent or agent as may be appointed by the Developer. After Turnover, the Committee shall consist of members appointed by the Board of Directors.

1.2 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

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

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

1.5 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

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

1.7 "Common Property" shall mean and refer to Casa Bay Place as shown on the Plat, which is for the common use and enjoyment of the owners and their guests and invitees, and all other real and personal property owned or maintained by the Association and intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association. Use of the Common Property shall be subject to any rules and regulations adopted by the Association, and all use rights reserved by Developer in this Declaration or prior to conveying any Common Property to the Association. The Common Property may be conveyed to the Association by Developer.

1.8 "Developer" shall mean and refer to Putnam State Bank, a state banking

corporation, and those successors and assigns to which Developer has assigned its rights as Developer in writing. The rights of the Developer under this Declaration are independent of Developer's membership and voting rights and shall not be not be deemed waived, transferred, or assigned upon Turnover.

1.9 "Lot" shall mean and refer to one of the plots of land numbered 1 through 10 on the Plat, together with any improvements thereon shown on the Plat.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.11 "Plat" shall mean and refer to the plat of Villas of Casa Bay, Replat, recorded in Map Book 66, page 98, of the public records of St. Johns County, Florida.

1.12 "Proposed Improvement" shall mean and refer to any structure building, structure, dwelling, fence, wall, sign, site paving, driveway, parking area, sidewalk, screen enclosure, television and/or radio antennas or devices, sewer, drain, disposal system, landscaping, landscape device or object, exterior lighting scheme, docks, bulkheads, and grading, excavating, and tree removal, and any other visible modification of or improvement to a Lot, and any and all modifications, additions, and alterations to the foregoing, the construction or placement of which is proposed upon any Lot or the Property.

1.13 "Surface Water or Stormwater Management System" or "the System" means the system which is designed and constructed or implemented to control discharges necessitated by rainfall events, which incorporates methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the System.

1.14 "Turnover" shall mean and refer the time at which the Class B membership ceases and is converted to Class A membership as provided in Article VII below.

ARTICLE II: PROPERTY RIGHTS

2.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association and any prior use rights or restrictions granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, invitee and mortgagee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the

Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 The right of the Association to suspend the voting rights and right to use of any common facilities located on the Common Property (subject to Section 2.5) by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations.

2.1.2 The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any governmental entity, public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, modify, terminate or abandon such easement.

2.1.3 The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection 2.1.3 for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

2.1.4 The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

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

2.1.6 The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Owners.

2.1.7 The right of the Association to suspend the rights of an Owner or an Owner's tenants, guests, and invitees, or any of them, to use the Common Property (subject to Section 2.5) and to levy a reasonable fine for violation of this Declaration or Chapter 720, Florida Statutes, as provided by Section 720.305, Florida Statutes (2010), as it may be amended from time to time.

2.1.8 The rights reserved by the Developer in this Declaration and the Plat.

2.2 Owner's Common Road Easements. Developer hereby grants a perpetual non-exclusive easement for ingress and egress over Casa Bay Place as shown on the Plat to each Owner of a Lot, his successors and assigns, domestic help, and

delivery and pickup services; and to fire protection services, police and other authorities of the law; United States mail carriers; representatives of utilities serving the Property; holders of mortgage liens on the Property; and such other persons as the Developer or the Association shall designate, subject to the following:

2.2.1 It is specifically acknowledged that at such time as Developer may elect, but no later than within ninety (90) days after Turnover, Casa Bay Place will be conveyed by Developer to the Association free and clear of all liens and encumbrances except those imposed by the Plat or this Declaration (including without limitation Developer's reserved rights set forth in Section 2.4) and taxes. It is further acknowledged that Casa Bay Place shall be subjected to construction traffic during the development of the Property and the Lots, and that Developer shall not be obligated to repair Casa Bay Place prior to its conveyance to the Association.

2.2.2 The Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that the Developer or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or mortgaged in favor of such Mortgagee. The Developer and the Association shall have the right to adopt reasonable rules and regulations pertaining to the use of Casa Bay Place and the right, but not obligation, from time to time, to control and regulate all types of traffic on Casa Bay Place.

2.2.3 The Developer and the Association shall have the right but no obligation to control speeding, impose speeding fines (to be collected by the Association in the manner provided for assessments) and to prohibit use of Casa Bay Place by vehicles which, in the opinion of Developer or the Association, would or might result in damage to it or create a nuisance for the residents. The Developer and the Association shall also have the right, but no obligation, to control and prohibit parking on all or any part of Casa Bay Place and remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Developer or the Association obstruct the vision of a motorist.

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

2.4 Association's Rights and Easements.

2.4.1 The Developer hereby grants to the Association and its successors, assigns, agents and contractors a perpetual non-exclusive easement in, on,

over, under and upon the Property as may be reasonably necessary for the purpose of maintaining the Common Property and fulfilling its obligations under this Declaration, including without limitation all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Lot that is a part of the System at a reasonable time and in a reasonable manner to operate, maintain or repair the System. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire System. No person shall alter the drainage flow of the System without the prior written approval of the St. Johns River Water Management District or other governmental agency having jurisdiction. In the event any portion of the Property is damaged or altered as a result of the exercise of these easement rights, the party causing the damage or alteration shall immediately restore the Property to the condition that existed immediately prior to the damage or alteration.

2.4.2 The Association shall have the irrevocable right of entry upon each Lot during reasonable hours for the performance of exterior and lawn maintenance and tree replacement pursuant to Article VI. Nothing in this section shall require the Association to perform any maintenance on a Lot.

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

2.4 Developer's Reserved Rights and Easements.

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

the Property or unreasonably interfere with the enjoyment of the Common Property.

2.4.2 The Developer reserves for itself, its successors, assigns, and designees, a perpetual non-exclusive easement over, across and under all portions of the Common Property and any area designated as an easement, street, or right-of-way on the Plat for all purposes, including without limitation construction of other improvements to the Common Property; ingress and egress; to construct, maintain and use utilities and utility poles, lines, drains, and other installations and equipment for the furnishing of utility services to the Property; and for the purpose of maintaining roadways, landscaping, and other Common Property. The Developer reserves the right to construct and maintain such improvements; provided, however, that nothing in this paragraph shall require the Developer to construct any such improvement or perform any maintenance on the Common Property. The Developer shall have the right but no obligation to vacate any easement shown on the Plat as may be necessary for the property development and sale of the Lots and the proper development of the Common Property.

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

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

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

2.4.6 All rights reserved herein by the Developer shall be fully assignable and transferable.

ARTICLE III: CONSTRUCTION REQUIREMENTS AND DEVELOPER'S RIGHT OF FIRST REFUSAL

3.1 Time for Construction. Within ten (10) years from the date an Owner purchases his Lot, such Owner must obtain approval of plans and specifications for the construction of a single-family residence on his Lot by a Developer-approved builder in accordance with Article IV. An Owner must obtain a building permit from St. Johns County, Florida, for the construction of a dwelling on his Lot within 144 months from the date the Owner purchased the Lot, and construction must commence by the end of such 144th month and diligently pursued to completion. For purposes of this Declaration, construction shall be deemed to have commenced all necessary construction permits have been issued for the Lot by St. Johns County, Florida, and the Owner has broken ground on the Lot. Should an Owner fail to commence construction as required by this section, the Developer shall have the right, but not the obligation, to repurchase the Lot from the Owner at its current market value as determined by an appraiser selected by Developer in its sole discretion.

3.2 Developer's Right of First Refusal. Commencing on the date this Declaration is recorded in the public records of St. Johns County, Florida, and continuing for two (2) years thereafter ("the Right of First Refusal Term"), the Developer shall have the right of first refusal to purchase any Lot or interest therein upon which construction has not commenced, on the following terms and conditions:

3.2.1 If, at any time during the Right of First Refusal Term, an Owner receives an acceptable bona fide written offer from an independent third party to purchase his Lot or any interest therein, the Owner shall notify Developer of such offer and all related terms thereof, except the name of the purchasing entity which may be kept confidential. Developer shall then have thirty (30) days from the date of receipt of Owner's notice to submit a written offer which, in the sole and absolute discretion of Developer, is the same as the independent third party's offer. If Developer declines to submit an offer within such thirty (30) day period, Developer shall be deemed to have waived its rights under this section and the Owner may proceed with the proposed sale to the independent third party. Developer's failure to submit an offer to purchase a Lot shall not be deemed a waiver of its rights with respect to future offers to purchase the Lot during the Right of First Refusal Term.

3.2.2 The independent third party purchaser will be bound by and subject to the terms and requirements in Section 3.1, and the date of purchase for calculating the ten-year and 144-month periods shall be the date the Lot was originally purchased from the Developer.

3.2.3 Any transfer of a Lot or interest therein in violation of Section 3.2 shall be void.

3.2.4 Section 3.2 shall not apply to a conveyance or transfer by any bank, life insurance company, real estate investment trust, or other institutional lender which acquires its interest in the Lot as a result of holding a mortgage on such Lot. The Developer's certificate of waiver shall not be required in the event of a transfer of a Lot or interest therein at a duly advertised public sale pursuant to the operation of law or by deed in lieu of foreclosure.

ARTICLE IV: ARCHITECTURAL CONTROL

4.1 Approval Required. No Proposed Improvement shall be commenced, erected or maintained upon the Property until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation, and compliance with the provisions of this Declaration and the PUD. Said plans shall be either approved or disapproved by the Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed no more than twenty-four (24) months from date construction is begun or such longer period of time as may be approved by the Committee in its sole discretion.

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

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

4.2.2 To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any Proposed Improvement together with a copy of any building permits which may be required. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

4.2.3 To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or

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

4.2.4 To evaluate each application for the total effect, including the manner in which the Lot is developed. Because this evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria, it is possible that a Proposed Improvement might meet individual criteria delineated in this Article and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications for similar Proposed Improvements.

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

4.2.6 If any Proposed Improvement is changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications for such change, modification, or alteration, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

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

4.2.8 The Committee is hereby authorized to make such charges as it deems necessary to cover the out-of-pocket cost of review of the plans and specifications.

ARTICLE V: ARCHITECTURAL CRITERIA

5.1 General Design Criteria. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') in height, may be constructed within any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. Exterior siding of all dwellings, garages, and detached structures must be and all structures must match the dwelling siding type and color. No residence containing less than 1800 square feet of heated and cooled living area in the case of a single-story structure and less than 1,000 square feet of first-floor heated and cooled space in the case of a multi-story structure shall be constructed or placed on any Lot. All residences must have an attached or connected enclosed garage with space for at least two (2) but no more than four (4) automobiles. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum living areas set forth above and shall not be considered a part thereof for determining compliance with these size restrictions. No garage or other enclosure shall be permanently enclosed or converted to another use without the written approval of the Committee. All garages, sunrooms, porches and screened-in areas shall be in addition to the minimum 1800 square feet of living area and not considered a part thereof. All yards, except for areas approved to be paved or left natural, shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence. No business or commercial buildings or equipment may be erected, kept or maintained on any Lot.

5.2 Layout. No foundation for a building shall be placed nor shall construction commence in any manner or respect, until the layout for the building is approved by the Developer or the Committee. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

5.3 Roofs. Flat roofs shall not be permitted. The minimum pitch of roofs must be 6/12 and the maximum overhang for the roof is 18 inches.

5.4 Walls and Fences. No wall, fence or hedge shall be erected, placed, maintained or permitted to remain upon any Lot unless and until the height, type, location, size or construction thereof have been approved by the Committee in accordance with Article IV. No fence may exceed six feet (6') in height. All fences must be made of wood. Fences will be permitted in the rear and side yards only, starting at the rear wall of the dwelling or the most interior wall of the rear patio.

5.5 Garages. All garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage or two or three individual overhead doors, each a minimum of nine (9) feet in width, and a pedestrian service door is

optional. Overhead doors may be manual or electrically operated and shall be kept closed when not in use. No carports will be permitted.

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

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

5.8 Game and Play Structures. All tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot, within the setback lines. No platform, doghouse, tennis court, playhouse, tree house or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Committee. All basketball backboards shall be moveable.

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

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

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

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

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

If an Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, forty percent (40%) of the Lot used for recreation purposes must be left in natural vegetation and must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the Committee. It shall be the intent of the Developer to screen any such use from public view.

5.10 Air Conditioning Equipment. All air conditioning compressors shall be permitted only in the rear yards along the rear wall of the main structure or in side yards and shall be screened from view and insulated by a fence, wall, or shrubbery

so as to minimize noise.

5.11 Lot Clearing. No Lot may be cleared more than ninety (90) days prior to the commencement of construction of a dwelling on the Lot.

5.12 Utility Connections; Gas Tanks. Building connections for all utilities, including, but not limited to water, electricity, telephone, and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will not be allowed unless approved by the Committee. Approval will not be considered unless excess water can be dispelled directly into a storm drainage system or returned to ground water. Gas tanks shall be permitted in rear yards only and may not be located within side or rear setbacks.

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

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

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

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

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

ARTICLE VI: USE RESTRICTIONS

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

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

6.2 Vehicles. No boats or wheeled vehicles of any kind, including trailers, automobiles or campers, may be kept or parked on any Lot or driveway unless same are completely inside a garage. Notwithstanding the foregoing, private automobiles of occupants and guests may be parked in the driveway on a Lot as long as they do not constitute a nuisance, in the sole discretion of the Association. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes. No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or on a regular basis or for a continuous period of time in excess of twenty-four (24) hours. No mechanical or maintenance work of any kind may be performed on any boats or vehicles except within a closed garage. These restrictions on parking shall not apply to the Developer and its designees, who shall be exempt from all restrictions on parking vehicles that are engaged in any activity relating to the construction or marketing of Lots or the maintenance, inspection, or repair of any part of the Property.

6.3 Animals. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other domesticated household pets may be kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets unless confined to a leash. If, in the sole discretion of the Board,

any animal becomes dangerous, a nuisance, or destructive of property or wildlife, such animal may no longer be kept on a Lot. Persistently barking dogs, dogs running at large, or dogs in packs shall constitute a nuisance per se and a violation of Section 6.6.

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

6.5 Subdivision of Lots. No Lot or Lots shall be resubdivided.

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

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

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

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

6.10 Signs. An Owner may display a sign of reasonable size provided by a contractor for security services within ten feet of any entrance to his residence. No other sign of any kind shall be displayed on any Lot or from the window of any residence except signs showing the Owner's name and address, which must be approved by the Committee prior to installation.

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

6.12 Tree Removal. No tree of a diameter in excess of four inches (4") at a height of four feet (4') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees and the justifications for such tree removal. The Committee may require any Owner who violates this section to replace trees removed without approval with trees of like kind and size within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in Article IX.

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

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

6.15 Wells and Pumps. All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may only be used for irrigation, swimming pools, air conditioning and lawn watering. A shared well between two Lots will not be allowed unless both Lots are owned by the same Owner.

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

6.17 Flags. No flags may be displayed on any Lot except as permitted by Section 720.304(2)(a) and (b), Florida Statutes (2010).

ARTICLE VII: MEMBERSHIP AND VOTING RIGHTS

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

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

7.2.1 Class "A" members shall be all Owners with the exception of Developer and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any Lot owned by Class "A" members.

7.2.2 Class "B" member shall be Developer, which shall be entitled to exercise four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

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

7.2.2.2. Ten (10) years following the date of conveyance of the first Lot; or

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

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

ARTICLE VIII: RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary

or advisable for the proper operation of the Association, whether such personnel are furnished or retained directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

8.2 Operation of Property. The Association shall hold and own the Common Property and may acquire or dispose of the same by sale or grant of easement, and otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of this Declaration, the Articles and By-Laws. The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

8.3 Maintenance of the System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as originally permitted, or if modified, as approved by the St. Johns River Water Management District, its successors and assigns.

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

8.5 Management of Common Property. The Association shall manage and maintain the Common Property, including but not limited to those tracts and easements dedicated to the Association on the Plat and the Surface and Stormwater Management System serving the Property.

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

8.9 Other Powers. The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws

governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE IX: COVENANT FOR MAINTENANCE ASSESSMENT

9.1 Assessments. Developer hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments as defined in this article. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees not to exceed \$25.00 per each month of delinquency or five percent (5%) of each past-due installment, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. The annual assessments authorized herein shall commence as to each Lot when the Lot is sold by the Developer to a third party. Except as provided in paragraph 9.5, and in the case of special assessments for failure to comply with the provisions of this Declaration, the right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots and each Owner's pro-rata share shall be one-tenth (1/10th).

9.2 Use. The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots; for the improvement and maintenance of all Common Property; for maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements, and all areas required to be maintained under the St. Johns River Water Management District permit no. 42-109-99108-1 pertaining to the Property; for the administration of the Association; for the establishment of a maintenance, repair and reserve account; for payment of taxes and insurance on all Common Property; and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

9.3 Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property or for such other purposes as may be approved by a majority vote of the members who are voting in person or by proxy at a meeting duly called for such purpose.

9.4 Budget. The Board of Directors of the Association shall prepare an annual budget for the Association and shall establish the amount of the annual

assessment against each Lot based on the annual budget at least sixty (60) days in advance of the annual assessment period. A copy of the annual budget and notice of the annual assessment shall be mailed to each member of the Association at least sixty (60) days in advance of the annual assessment period. Within not less than fourteen (14) nor more than thirty (30) days after the mailing of the annual budget and notice of the annual assessment, the Association shall hold a meeting of the members of the Association for the purpose of ratifying the annual budget and annual assessment. The annual budget and annual assessment shall be deemed ratified unless, at such meeting, a majority of all members of the Association reject the annual budget and annual assessment. In the event the annual budget is so rejected, the budget last prepared by the Board and ratified in the manner provided above shall remain in effect until such time as a subsequent budget is prepared by the Board and ratified in the manner provided above.

9.5 Assessments on Developer-owned Lots. Notwithstanding any provision to the contrary herein, from the date this Declaration is recorded until Turnover ("the Guarantee Period"), Developer shall not be liable for assessments either annual or special. During the Guarantee Period the Developer guarantees that the monthly installments of annual Assessments shall not exceed the amount set forth in the purchase contracts for the Lots and obligates itself to pay any amount of Common Expenses incurred during the Guarantee Period that exceed Assessments at the guaranteed level receivable from other Unit Owners. The Developer, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation to fund any deficit in the operating expenses of the Association.

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

9.8 Lien. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law, a late fee, not to exceed \$20.00 for each assessment not paid within fifteen (15) days after the due date and costs of collection thereof, including a reasonable attorney's fee at the trial and appellate level, shall become a continuing lien against the Lot. After giving notice in accordance with Section 720.3085, Florida Statutes (2010), the Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully

paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot. After giving notice in accordance with Section 720.3085, Florida Statutes (2010), the Association may bring an action at law against the Owner personally obligated to pay same, or may foreclose the lien against the Lot in the same manner as mortgages are foreclosed in St. Johns County, Florida.

9.8 Priority. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage.

ARTICLE X: UTILITY PROVISIONS

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

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

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

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

ARTICLE XI: EXTERIOR MAINTENANCE ASSESSMENT

11.1 Exterior Maintenance. In the event any Owner fails to maintain his Lot or improvements thereon in the manner required by Section 6.9 on such Lot so

that in the reasonable opinion of the Board quality, value, beauty or character of any or all of the Property is detrimentally affected, the Board of Directors may, thirty (30) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass.

11.2 Charges. The cost of any maintenance performed pursuant to this Article shall be the responsibility of the Owner of the Lot and may be collected by the Association in the manner specified in Article IX hereof.

ARTICLE XII: GENERAL PROVISIONS

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

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

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

12.4 Amendment:

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

12.4.1.1 to amend this Declaration for any purpose, including without limitation the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and any inconsistency between this Declaration and the other governing documents of the Association; provided the amendment does not change the overall plan of development of the Property;

12.4.1.2. to release any Lot from any part of this

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

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

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

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

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

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

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

12.7 Term and Termination. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2037. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of the Lots; provided, however, that no such termination shall be effective without the joinder of the Developer for so long as the developer owns any part of the Property.

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

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

ARTICLE XIII: NOTICE OF PERMIT REQUIREMENTS

13.1 Compliance with Permit. THE PROPERTY HAS BEEN DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBER 42-109-99108-1 ("THE PERMIT"). ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO A JURISDICTIONAL WETLANDS OR CONSERVATION AREA AS ESTABLISHED BY THE ARMY CORPS OF ENGINEERS ("ACOE") OR THE DISTRICT OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMIT AS IT RELATES TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SYSTEM OR ANY PART OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DISTRICT OR THE ACOE, AS APPLICABLE.

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

13.3 Indemnity. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED FOR SUCH VIOLATION, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS AGAINST ALL COSTS ARISING IN CONNECTION WITH SUCH VIOLATION, INCLUDING WITHOUT LIMITATION ALL ATTORNEYS' FEES AND THE COSTS OF CURING SUCH VIOLATION.

ARTICLE XIV: DISCLAIMERS

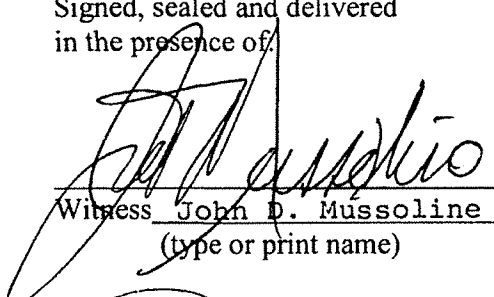
Disclaimer of Liability of Association. By accepting a deed to his Lot and membership in the Association, each Owner acknowledges and agrees that the Association shall not be liable or responsible for, or in any manner guarantor or insurer of the health, safety, welfare, or property of any Owner or occupant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

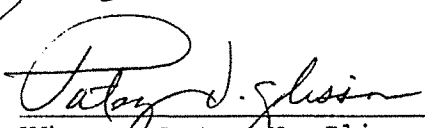
For purposes of this Section, "Association" shall include within its meaning all of the Association directors, officers, committee and board members, employees, agents, contractors, management companies, subcontractors, successors and assigns. The provisions of this Section shall inure to the benefit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

IN WITNESS WHEREOF, the undersigned Developer has affixed its hand and seal on this 23rd day of May, 2011.

[SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:


Witness John D. Mussoline
(type or print name)

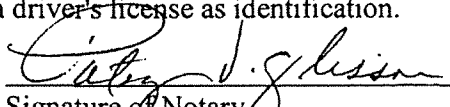

Witness Patsy V. Glisson
(type or print name)

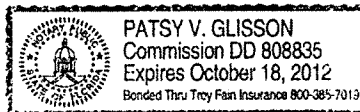
PUTNAM STATE BANK, a state banking
corporation

By: L. Wayne McClain
L. Wayne McClain
Its President

STATE OF FLORIDA
COUNTY OF PUTNAM

THE FOREGOING instrument was acknowledged before me this 23rd
day of May, 2011, by L. Wayne McClain, the President of Putnam State
Bank, a state banking corporation, on behalf of the company, who (X) is personally
known to me or () has produced a driver's license as identification.


Signature of Notary
Patsy V. Glisson
Name of Notary Typed, Printed or Stamped)
Commission Number: DD808835
My Commission Expires: 10/18/12



This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 4-07-155

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAS OF CASA BAY**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICITIONS ("Amendment") made this 21st day of July, 2014, by NEULAND PROPERTIES, LLC, a Florida limited liability company, hereinafter referred to as "Developer".

PRELIMINARY STATEMENT

A. Developer is the successor in interest to Putnam State Bank, the original developer under the Declaration recorded in Official Records 3442, page 497, of the public records of St. Johns County, Florida.

B. Developer desires to amend the Declaration to change the name of the subdivision among other revisions, none of which change the overall plan of development of the Property. Additionally, Developer is the Owner of all of the Lots within the Property and holds one hundred percent (100%) of each class of votes entitled to be cast by the Members of the Association.

C. This Amendment is authorized by Section 12.4 of the Declaration.

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

1. The title of the Declaration is "Declaration of Covenants and Restrictions for Casa Bay".
2. Section 2.5, entitled "Developer's Rights and Easements" is renumbered as Section 2.6.
3. Section 3.1 is amended to read as follows:

3.1 Time for Construction. Within three (3) years from the date an Owner purchases his Lot, such Owner must obtain approval of plans and specifications for the construction of a single-family residence on his Lot by a Developer-approved

builder in accordance with Article IV. An Owner must obtain a building permit from St. Johns County, Florida, for the construction of a dwelling on his Lot within 36 months from the date the Owner purchased the Lot, and construction must promptly commence and be diligently pursued to completion. For purposes of this Declaration, construction shall be deemed to have commenced all necessary construction permits have been issued for the Lot by St. Johns County, Florida, and the Owner has broken ground on the Lot. Should an Owner fail to commence construction as required by this section, the Developer shall have the right, but not the obligation, to repurchase the Lot from the Owner at its current market value as determined by an appraiser selected by Developer in its sole discretion.

4. The first paragraph of Section 3.2 is amended to read as follows:

3.2 Developer's Right of First Refusal. Commencing on the date this Declaration is recorded in the public records of St. Johns County, Florida, and continuing for three (3) years thereafter ("the Right of First Refusal Term"), the Developer shall have the right of first refusal to purchase any Lot or interest therein upon which construction has not commenced, on the following terms and conditions:

5. Subsection 3.2.2 is amended to read as follows:

3.2.2 The independent third party purchaser will be bound by and subject to the terms and requirements in Section 3.1, and the date of purchase for calculating the 36-month period shall be the date the Lot was originally purchased from the Developer.

6. Section 5.1 is amended to read as follows:

5.1 General Design Criteria. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') in height, may be constructed within any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. Exterior siding of all dwellings, garages, and detached structures must be and all structures must match the dwelling siding type and color. No residence containing less than 1,795 square feet of heated and cooled living area in the case of a single-story structure and less than 1,200 square feet of first-floor heated and cooled space in the case of a multi-story structure shall be constructed or placed on any Lot. All residences must have an attached or connected enclosed garage with space for at least two (2) but no more than four (4) automobiles. All garages, utility rooms, porches and

part thereof for determining compliance with these size restrictions. No garage or other enclosure shall be permanently enclosed or converted to another use without the written approval of the Committee. All garages, sunrooms, porches and screened-in areas shall be in addition to the minimum 1,795 square feet of living area and not considered a part thereof. All yards, except for areas approved to be paved or left natural, shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence. No outbuildings or storage units of any kind may be kept on a Lot. No business or commercial buildings or equipment may be erected, kept or maintained on any Lot.

7. Section 5.7 is amended to read as follows:

5.7 Dwelling Quality. The Committee shall have final approval of all exterior building material. Exposed concrete block shall not be permitted on the exterior of any building or detached structure. Building exteriors must be stucco, Hardiboard, brick, wood, or natural stone. No vinyl, aluminum, or similar siding materials shall be permitted on the building exteriors. Roof materials must be metal or composition shingle.

8. Section 5.12 is amended to read as follows:

5.12 Utility Connections; Gas Tanks. Building connections for all utilities, including, but not limited to water, electricity, telephone, and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will not be allowed unless approved by the Committee. Approval will not be considered unless excess water can be dispelled directly into a storm drainage system or returned to ground water. Propane or natural gas tanks shall be permitted in rear yards only, may not be located within side or rear setbacks, and must be landscaped or otherwise screened from public view.

9. Section 5.13 is amended to read as follows:

5.13 Firewood. All firewood shall be stored in a screened service area and screening shall consist only of approved materials such as stained woods, stucco or brick. This service area may only be used for firewood storage and not the storage of other materials or objects.

10. Section 6.2 is amended to read as follows:

6.2 Vehicles. No boats or wheeled vehicles of any

kind, including trailers, automobiles or campers, may be kept or parked on any Lot, including back, front, or side yards, or driveways unless same are completely inside a garage. Notwithstanding the foregoing, private automobiles of occupants and guests may be parked in the driveway on a Lot as long as they do not constitute a nuisance, in the sole discretion of the Association. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes. No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or on a regular basis or for a continuous period of time in excess of twenty-four (24) hours. No mechanical or maintenance work of any kind may be performed on any boats or vehicles except within a closed garage. These restrictions on parking shall not apply to the Developer and its designees, who shall be exempt from all restrictions on parking vehicles that are engaged in any activity relating to the construction or marketing of Lots or the maintenance, inspection, or repair of any part of the Property.

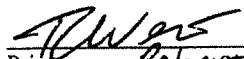
11. Section 9.5 is amended as follows:

9.5 Assessments on Developer-owned Lots.


Notwithstanding any provision to the contrary herein, from the date this Declaration is recorded until Turnover ("the Guarantee Period"), Developer shall not be liable for assessments either annual or special. During the Guarantee Period the Developer guarantees that the monthly installments of annual Assessments shall not exceed \$ 100 and obligates itself to pay any amount of Common Expenses incurred during the Guarantee Period that exceed Assessments at the guaranteed level receivable from other Unit Owners. The Developer, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation to fund any deficit in the operating expenses of the Association.


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

IN WITNESS WHEREOF, the undersigned, as Developer and sole Member of the Association, has executed this First Amendment to the Declaration this 21 day of ^{July}~~June~~, 2014.


Print name Robert West

NEULAND PROPERTIES, LLC


Print name Steven C. Curcio

By: 
Gregg Hammann
Its Managing Member

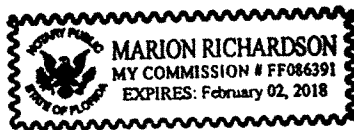
CERTIFICATE

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Casa Bay Homeowners' Association, Inc., a Florida non-profit corporation, and

That the foregoing First Amendment to the Declaration was duly adopted by the sole Member of the Association on the 21 day of July, 2014.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 21 day of July, 2014.



(SEAL)

Print Name:

Its Secretary