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DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
WILLOW POND LANE

THIS DECLARATION, dated August 8, 1984, is made by SEACOAST INVESTORS, INC., a Florida corporation, the owner of fee simple title to all of the real property included within Willow Pond Lane as described on the plat recorded in Map Book 16, pages 5 through 8, of the Public Records of St. Johns County, Florida ("Willow Pond Lane"). Seacoast Investors, Inc., hereby declares that all of Willow Pond Lane is and 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 run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in Willow Pond Lane 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 Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within willow pond lane 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

Section 2.1 Association. Willow Pond Lane Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

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

Section 2.3 Developer. Seacoast Investors, Inc., a Florida corporation, and its successors and assigns.

Section 2.4 Willow Pond Lane or Property. Willow Pond Lane together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Lot shall mean any lot or other parcel within Willow Pond Lane on which a residence has been or could be constructed.

Section 2.6 Unit. Unit shall mean a single family dwelling located on a Lot as a part of a multi-family building, together with all appurtenant improvements located on the Lot.

Section 2.7 Building. The word Building, when

RETURN TO →  
THE INSTRUMENT PREPARED BY:  
ALAN S. WILSON  
PLANS & ARCHITECTURE  
154 FREDERICK STREET  
SEASIDE, FLORIDA 32232

capitalized, shall mean a building within the Property containing two or more Units.

Section 2.8 Improved Lot. Any Lot on which one or more Units are located.

Section 2.9 Unimproved Lot. Any Lot which is not an Improved Lot.

Section 2.10 Owner. A person who is a record owner of a Lot.

Section 2.11 Master Association. Sawgrass Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.12 Restated Declaration. The Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 397, page 706, as amended by First Amendment to the Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, to which Willow Pond Lane has been subjected by instrument recorded in Official Records Book 602, pages 136 through 138, all of the Public Records of St. Johns County, Florida.

Section 2.13 Common Property. All real or personal property and all interests in real or personal property (including easements and use rights) owned by the Association, or Developer located within or adjacent to the boundaries of Willow Pond Lane, held for the common use and enjoyment of the members of the Association. The Common Property specifically includes Tracts B, C, D, E and F as shown on the plat of Willow Pond Lane. In addition, the Common Property shall specifically include any underground well, feeder lines, pumps, pumphouses and additional components serving the underground irrigation system and any replacements or additions thereto within the Property up to the Lot lines of individual Lots. Finally, until such time as the Developer no longer owns any Lots within the Property, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property as long as the conditions of Section 3.1 regarding addition of property are met.

Section 2.14 The Work. The initial development by the Developer of all or any portion of the Property as a residential community by the construction and installation of streets, buildings, and other improvements, and the sale, lease, or other disposition of the Property in parcels. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

Section 2.15 Willow Pond Architectural Control Committee ("WPACC"). The architectural control committee for Willow Pond Lane as more particularly described in Section 9.1 of this Declaration.

Section 2.16 Architectural Review Committee ("ARC"). The architectural review committee for the Country Club at Sawgrass as more particularly described in Section 9.5 of this Declaration.

**ARTICLE III  
ADDITIONS, DELETIONS, PLATTING**

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this

Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to property then subject to this Declaration (for purposes of this Section 3.1, property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to a recorded Final Development Plan restricting its use to single family residential purposes when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessments by the Association for their pro rata share of association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time, provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any Owner or mortgagee of land in Willow Pond Lane.

Section 3.2 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

#### ARTICLE IV PROPERTY RIGHTS

Section 4.1 Owners' Easement of Enjoyment. The Association shall at all times be responsible for the maintenance of the Common Property. When the Developer no longer owns any Lots within the Property or, at Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Master Association. Every Owner shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all

roadways and Common Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

4.1.5 Provisions of the Restated Declaration.

4.1.6 Each Lot shall be provided access via a driveway that may be located partially within the Common Property. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, his guests, invitees and authorized delivery persons.

Section 4.2 Reciprocal Easements. Reciprocal appurtenant easements are hereby created between each Lot and the adjacent portion or portions of the Common Property, and between adjacent Lots, for (i) the existence, maintenance, repair, and reconstruction of any roofs, exterior walls or party walls, as provided in this Declaration for the benefit of those persons or entities, including the Association, responsible for or permitted to perform such maintenance, repair and reconstruction; (ii) lateral and subjacent support; (iii) overhanging roofs, eaves, pull-off parking spaces (and the use thereof for permitted parking purposes), and trees, if any, installed by Developer as part of the Work, and their replacements; (iv) encroachments caused by the willful placement, settling, or shifting of any improvements (including Unit walls) constructed, reconstructed, or altered thereon in accordance with the provisions of this Declaration; and (v) the drainage of ground and surface waters in the manner established by the Developer as part of the Work.

The extent of such easements for maintenance, drainage, support, and overhangs is that reasonably necessary to effectuate their respective purposes; and, except as to pull-off parking spaces, easements of encroachment may extend to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. The easement for encroachment shall specifically allow the continued existence of Unit walls and other improvements appurtenant to any Unit constructed across Lot lines as part of the Work and shall permit reconstruction of such Unit walls and other appurtenances to Units in substantially the same location in the event of destruction of one or more Units within a Building.

There is no easement for overhangs or encroachments caused by the willful or intentional misconduct of any Owner or the Association. There are also reciprocal appurtenant easements between Lots for the installation, maintenance, repair and replacement of any utility installations (including any television or radio cables and appurtenances) servicing more than one Lot; but such easements must be exercised in a reasonable manner so as not to cause any permanent, material injury to any Lot. Entry into any improvement is authorized only with the consent of its Owner and occupant, which consent may not be unreasonably withheld so long as such entry is at a reasonable time, in a reasonable manner, and upon reasonable prior notice whenever circumstances permit.

**ARTICLE V  
THE ASSOCIATION**

Section 5.1 Membership. Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) 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 which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership as are set forth in the Articles of the Association.

Section 5.3 Duties and Obligations Re: Common Area. It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and servicable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Common Property. The Association shall keep the improvements located on the Common Property, if any, including fixtures and personal property of the Association, insured the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvement similar in construction, location and use as the improvements on the Common Property, including but not limited to vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

Section 5.4 Lawn and Landscape Maintenance. The Association shall provide lawn and landscape maintenance consisting of mowing, trimming, edging, fertilizing, weeding, pruning, and pest control for all grassed and landscaped areas located on each Lot within the Property. The Association and its employees, contractors or agents shall have a easement over and across all Lots as shall be necessary or convenient to provide the lawn maintenance described herein. The Association shall not be responsible for replacement of damaged or dead grass, shrubs or other plants.

Section 5.5 Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities under this Declaration, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Declaration or Association's rules and regulation.

Section 5.6 Other Rights. The Association shall have and may exercise any and all other rights, powers, or privileges given to it expressly by this Declaration or the Articles of Incorporation and Bylaws of the Association and shall also have every other right, power, and privilege reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power or privilege so granted.

**ARTICLE VI  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of real property within the Property, other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) (other than Lot(s) owned by Developer) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association and for carrying out the responsibilities and obligations of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Association.

Section 6.3 Annual Assessments.

(a) Until January 1 of the year immediately following the conveyance of the first Lot by the Developer, the maximum the annual maintenance assessment shall be \$708.00 per year or \$59.00 per month for each fully assessable Lot. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association and, so long as it fixes the annual assessment at or below the maximum its decision as to the amount of the annual assessment shall be dispositive.

(b) Commencing with the fiscal year beginning January 1 of the year immediately following the conveyance of the first Lot by the Developer and each year thereafter, the Board, at its annual meeting next preceding such date, and each respective January 1 thereafter, may set the amount of the maximum annual assessment for the following year for each Lot, provided that the maximum annual assessment may not be increased by more than fifteen percent (15%) above the maximum annual assessment for the previous year unless otherwise approved by a vote of

four-fifths (4/5) of the members of the Board.

(c) The amount of the annual assessment shall be fixed by the Board at least thirty (30) days before the beginning of each fiscal year and shall be payable monthly or in such other installments as shall be determined by the Board of Directors. Written notice of such assessment shall be given to every owner; but the failure to give such notice will not invalidate any otherwise proper assessment. In the absence of Board action to the contrary at least thirty (30) days before the beginning of any fiscal year, the annual assessment then in effect will continue for such fiscal year.

(d) The first annual assessment for Willow Pond Lane shall be payable monthly at the rate of \$59.00 per month per fully assessable lot.

Section 6.4 Commencement of Annual Assessment. The annual assessment begins as to all Lots within the Property on the first day of the month following the recording of the first deed conveying title by the Developer of any Lot within the Property to an Owner other than the Developer. The first annual assessment against any Lot shall be prorated according to the number of months then remaining in the fiscal year.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.3 and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by four-fifths (4/5) of the members of the Board.

Section 6.7 Special Assessments for Maintenance. The cost of any maintenance undertaken by the Association under the provisions of Article VIII shall be assessed against the property upon which such maintenance is performed or, in the opinion of the Board, benefiting from same. The assessment shall be apportioned among the property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. Such maintenance assessments shall not be considered a part of the annual assessments imposed upon the Property pursuant to this Article VI or pursuant to the Restated 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 on all respects, together with interest and fees for the cost of collection as provided for in Section 6.1, and shall be subordinate to mortgage liens to the extent provided by Section 6.12.

Section 6.8 Uniformity of Assessments. All annual, supplemental or special assessments, other than special assessments for maintenance as provided under Section 6.7, levied by the Association shall be uniform throughout the property except that such assessments against any Lot in which the Developer owns an interest and which is not being occupied as a residence may be fixed by the Board of Directors for so long as there is a Class B membership in the Association (as defined in the Articles of Incorporation) in an amount not less than twenty-five percent (25%) nor more than one hundred percent (100%) of the amount of the applicable assessment against Lots owned by the Class A members of the Association then in effect; provided that the Developer funds the deficits, if any, between the aggregate amount assessed Class A members and the Developer and the total expenses of the Association during the applicable period of control. Upon transfer of title of a Developer owned Lot other than for purposes of completing the Work, such Lot shall be assessed in the applicable amount established against Lots owned by the Class A members of the Association, prorated as of, and commencing with, the month following the date of transfer of title.

Section 6.9 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under this Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.10 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of and any assessment therein stated to have been paid.

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. 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 only assessments which are due and payable when claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.



If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to and/or a suit on the personal obligation against the Owner(s). There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remain unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of Willow Pond Lane and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.14 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charge and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All of the Common Property;
- (c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien except to the extent provided in Section 6.8 hereof.

ARTICLE VII  
MASTER ASSOCIATION AND ASSESSMENTS

Section 7.1 Sawgrass Association, Inc. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Sawgrass Association, Inc. Each Lot within Willow Pond Lane has been subjected to annual and special assessments by Sawgrass Association, Inc., in accordance with the Restated Declaration by the Supplementary Restated Sawgrass Declaration of Covenants re: Assessments (Willow Pond Lane) recorded in Official Records Book 602, pages 136 through 138, of the Public Records of St.

Johns County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Restated Declaration by recorded instruments. Sawgrass Association, Inc., acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Restated Declaration and the Articles of Incorporation and Bylaws of the Sawgrass Association, Inc.

Section 7.2 Lien Rights. Sawgrass Association, Inc. is entitled to a lien upon the each Lot for any unpaid assessments under the Restated Declaration.

Section 7.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, Sawgrass Association, Inc. shall be and is hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by Sawgrass Association, Inc., shall be reimbursed by the Association.

ARTICLE VIII  
OBLIGATIONS OF OWNERS

Section 8.1 Lot and Unit Maintenance.

(a) Owner Responsibility. Each Owner shall, at his expense, maintain, repair and replace all portions of the exterior of his Lot, and Unit and the driveway serving his Lot, including without limitation the roof, gutters, downspouts and exterior building surfaces and their replacements, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, lawn and landscaping items (except that the Association shall provide the lawn and landscape maintenance described in Section 5.4) and any other equipment, structures, improvements, additions, or attachments, located on the Lot by Owner or Unit or installed by Developer as part of the Work. The foregoing obligation includes any maintenance, repair, or replacement required because of the occurrence of any fire, wind, vandalism, theft, or other casualty.

All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep his Lot and Unit in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of the Work, subject to normal wear and tear that cannot be avoided by normal maintenance.

As to any and all maintenance such as painting and staining, that if performed on one or more Units within a Building without being performed on all Units within the Building would create an unsightly or non-uniform appearance, all Owners within a Building shall perform such maintenance at substantially the same time, except to the extent more frequent maintenance of portions of the Building may be required due to exposure to the sun or other conditions causing accelerated weathering. To insure coordination of such maintenance, no Unit Owner may perform such maintenance on his Unit unless the other Unit Owners within his Building have agreed in writing to perform such maintenance on their Units at substantially the same time or unless the Board shall have given written approval to perform such maintenance upon one or more Units within a Building without performance of such maintenance upon all the Units within the Building. If any Unit Owner believes that such maintenance is necessary on one or more Units within his

Building and the Owners of such Units will not perform such maintenance, then the Unit Owner may request that the Board notify such Unit Owners that they shall be required to perform such maintenance within a time period to be determined by the Board.

Each Owner shall promptly perform any maintenance or repair requested by the Board to prevent any damage or loss to other Lots or Units or the Common Areas, and shall be liable for all loss or damage sustained by other Owners or the Association caused by reason of his failure to promptly perform such maintenance and repair following written notice to such Owner specifying the items of maintenance or repair.

An Owner may not cause or permit any material alteration in the exterior appearance of his Lots and Units, including the color of exterior surfaces of the Unit, without the prior written approval of the Association, the WPACC and the ARC. Owners shall use only roof materials, paint, and stain colors approved by the Association, the WPACC and the ARC when performing repair and maintenance, or when repainting or staining the exterior of their Units.

(b) Association Authority. If (i) any Owner refuses or fails to timely maintain, repair, or replace, as the case may be, any exterior portion of his Lot or Unit after reasonable notice from the Association specifying the maintenance or repair items and (ii) a majority of the members of the Board so find after reasonable notice to, and reasonable opportunity to be heard by the Owner affected, then the Association may maintain, repair, or replace the portion of the Lot or Unit specified in the notice from the Association at such Owner's expense and the cost thereof shall be specifically assessed against such Owner's Lot as elsewhere provided in this Declaration.

Section 8.2 Insurance. Each Owner shall keep his Unit insured to the maximum insurable replacement value, excluding foundation and excavation costs against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as his Unit. Each Owner shall provide the Association with a certificate of insurance within fifteen (15) days of the issuance of the policy and within fifteen (15) days of each renewal thereof. Failure of an Owner to carry the insurance required herein shall permit the Association, following ten (10) days notice to the Owner, to obtain the required insurance coverage and to specifically assess the Owner for the cost thereof, including a reasonable fee for placing the insurance. An Owner may join with other Owners of Units within his building to purchase one insurance policy covering the entire building, or may authorize the Association to purchase insurance covering his Unit and other Units in the Property, provided, however, nothing herein shall be deemed to require the Association to provide such service.

All policies of insurance carried by the Owners shall provide that insurance proceeds payable on account of loss of, or damage to a Unit shall be payable solely to the Owner and the Owner's mortgagee, if any, except in the case of damage to more than one contiguous unit, in which case the damage shall be adjusted with the carrier or carriers by the Association and the proceeds shall be payable to the Association, as trustee for the Owners of the Units damages and the Owner's mortgagees, if any. Such insurance proceeds shall be applied to repair or restore

the Property as provided below. All insurance policies carried by Owners shall provide that coverage may not be cancelled by the carrier without first giving the Association, and the Unit mortgagee, if any, ten (10) days written notice of cancellation. All such policies shall contain, if obtainable, a waiver of the right of subrogation against any and all Lot Owners, members of the Lot Owners family, the Association, its officers, agents and employees, as well as a waiver of the "pro rata" clause and "no other insurance" clause.

In the event of damage or destruction by fire or other casualty to any property covered by insurance payable to the Association as trustee for the Owner or Owners, the Board shall, with the concurrence of mortgagees, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damage or destroyed portions of the Property to as good condition as formally existed. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a federal government agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) members of the Board, or by an agent duly authorized by the Board. The Board shall obtain bids from at least two (2) reputable contractors, and then may negotiate with any such contractor, who may be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such building or buildings. In the event that insurance proceeds are insufficient to pay all cost of repairing or rebuilding to as good condition as formally existed, the Board shall levy a special assessment against all Owners of the damaged Units in such proportion as the Board deems fair and equitable in the light of the damage sustained by such Units to make up any deficiency. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective Owners and mortgagees in such proportion as the Board deems fair and equitable in light of the damage sustained by such Units. Such payments shall be made to all such Owners and their mortgagees as their interest may appear.

Section 8.3 Termite Protection. Each Owner shall annually cause his Unit to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite bond with respect to his Unit. Each Owner shall provide the Association with a copy of each annual inspection and evidence that the bond is in full force and effect. Failure of an Owner to obtain and maintain such a bond shall permit the Association, following ten (10) days notice, to obtain a termite inspection and bond, and to specifically assess the Owner for the cost thereof, including a reasonable fee for obtaining the inspection and bond. An Owner may join with other Owners of Units within his building to obtain termite protection for the entire building or may authorize the Association to obtain termite protection for his Unit and other Units in the Property; provided, however, nothing herein shall be deemed to require the Association to provide such service.

**ARTICLE VIII  
ARTICLE IX  
ARCHITECTURAL CONTROLS**

Section 9.1 Willow Pond Architectural Control Committee. The architectural review and control functions of the Association shall be administered and performed by the Willow Pond Architectural Control Committee ("WPACC"). The

WPACC shall consist of three (3) members who shall be appointed by and serve at the pleasure of the Developer so long as the Developer owns at least one (1) Lot within Willow Pond Lane or until such earlier time as Developer, at its option, assigns the right to appoint the WPACC to the Board. Thereafter, the WPACC shall consist of either three (3) or five (5) members (at the option of the Board) who shall be appointed by and serve at the pleasure of the Board. Members of the WPACC need not be members of the Association. A majority of the WPACC shall constitute a quorum to transact business at any meeting of the WPACC and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the WPACC. Any vacancy occurring on the WPACC because of death, resignation, or other termination of service of any member thereof shall be filled by the Developer so long as the Developer owns at least one (1) Lot within Willow Pond Lane and by the Board thereafter.

Section 9.2 Approval Required by the WPACC and ARC. Except for the initial construction of improvements upon any Lot by the Developer, no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements 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 shall have been submitted to, and approved in writing by, the WPACC and the ARC (as defined in Section 9.5). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Control Criteria for Willow Pond Lane (a copy of which is attached hereto as Exhibit C) as amended from time to time. It shall be the burden of each Owner to supply four sets of completed plans and specifications for any proposed improvement to the WPACC. The WPACC shall approve or disapprove plans and specifications properly submitted within thirty (30) days of such submission. The ARC shall approve or disapprove plans and specifications within fifteen (15) days of receipt of notice of approval by the WPACC. Any plans or change or modification to approved plans shall not be deemed approved by the WPACC unless a written approval is granted by the WPACC to the Owner submitting same or unless the WPACC fails to approve or disapprove such plans or modifications within thirty (30) days of their proper submission.

Section 9.3 Powers and Duties of the WPACC. The WPACC shall have the following powers and duties:

9.3.1 To recommend amendments of the Architectural Control Criteria to the Board. Any amendment of the Architectural Control Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting and approved by a majority of the members of the ARC at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and the ARC, notice of any amendment to the Architectural Control Criteria, including a verbatim copy of such amendment shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the Architectural Control Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

9.3.2 To require submission to the WPACC of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The WPACC may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the WPACC to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or 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 WPACC shall be submitted to the Board, and evidence thereof may, but need not, be made 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 WPACC 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 as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for processing requests for WPACC 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 WPACC.

Section 9.4 Compensation of WPACC. Members of the WPACC shall serve without compensation so long as the Developer retains the right to appoint the members of the WPACC. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the WPACC, and if it elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

Section 9.5 Architectural Review Committee. The Architectural Review Committee (ARC) was established pursuant to the terms of the Amended Sawgrass Covenants And Restrictions Unit One Blocks 1, 2 and 3 recorded in Official Records Book 243, page 375, of the public records of St. Johns County, Florida. One of its purposes is to supervise the architectural integrity of the Country Club at Sawgrass. Upon approval of any plans and specifications by the WPACC, the WPACC shall notify the ARC in writing of such approval and shall provide a copy of the plans and specifications to the ARC. The ARC shall have fifteen (15) days from the date of approval by the WPACC to determine whether the requested improvement is in harmony with the development of the Country Club at Sawgrass. The ARC shall indicate its approval of the requested improvement by marking or stamping the plans with its seal and the date. If the ARC disapproves the requested improvement, it shall provide written notice of such disapproval to the WPACC and the Owner. Disapproval by the ARC may be appealed to the Board of Directors of the Master Association for a period of fifteen (15) days

after receipt of notice of disapproval by Owner. If the ARC does not act within fifteen (15) days of receipt of the plans and specifications, it shall be deemed to have approved the requested improvement.

Section 9.6 No Liability. The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Master Association, WPACC, ARC, or their agents or employees are for the sole purpose of protecting the aesthetic integrity of Willow Pond Lane and the Country Club at Sawgrass. As a result, neither the Developer, Association, Master Association, WPACC, ARC or their agents or employees express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Master Association, WPACC, ARC or their agents or employees 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 review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, WPACC, Association, Master Association, ARC or their agents or employees.

ARTICLE X  
RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of Willow Pond Lane and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

Section 10.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the WPACC. No tents, trailer, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer. This provision shall not be interpreted to prohibit construction of irrigation pumphouse and similar structures by the Developer as part of the Work.

Section 10.3 Layout and Setbacks. In order to assure that location of dwellings will be staggered where practical and appropriate, to assure visual and acoustical privacy and so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. Provided, however, that all buildings will be set back at least 10 feet from the front lot line and 15 feet from the rear lot line and that there will be a minimum of 20 feet between four-plex buildings.

Section 10.5 Motor Vehicles and Boats. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building totally isolated from public view. All motor vehicles must be parked in garages from the end

of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during construction of the Work only with the express written consent of the Developer and in an area designated by the Developer.

Section 10.6 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with televisions, 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. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with. During construction or reconstruction of all or any part of the Work, the noise, dust or other inconvenience created by such construction shall not be considered a nuisance so long as the construction activities are performed in accordance with normal usual practices.

Section 10.7 Antenna. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in Willow Pond Lane. Antennas, if any, shall be built into the attic space of the home.

Section 10.8 Lakes; Maintenance Easement. Only Arvida Corporation and the Master Association shall have the right to pump or otherwise remove any water from any lake within Willow Pond Lane or adjacent or near to Willow Pond Lane for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property lying adjacent to or near Willow Pond Lane. Arvida and the Master 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 and on any such lake. The Association shall reimburse the Master Association for the cost of water quality maintenance undertaken by the Master Association in any lake within the Property. If a lake lies partially within and partially outside the Property, then the Association shall reimburse the Master Association for a percentage of the cost of such water quality maintenance equal to the percentage of the total surface area of such lake lying within the Property. The cost of manual or mechanical removal of trash, debris and undesirable plants undertaken by the Master Association shall be chargeable to the owner or owners of the property adjacent to that portion of the Lake on which such maintenance is performed. No gas or diesel driven boat shall be permitted to be operated on any such lake. Lots which now or may hereafter be adjacent to 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 Master Association. If the Owner of any lake parcel fails to maintain the embankment as part of the Owner's landscape maintenance obligations in accordance with the foregoing, the Association or Master 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. Title to any lake parcel shall not include ownership of any portion of any lake bed or surface waters which



shall remain the property of the Developer or Arvida, as the case may be, until such time as they shall be conveyed to the Master Association. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved by the Master Association. No bulkheads shall be permitted to be constructed without the prior written consent of the Master Association. Arvida or the Master 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 within Willow Pond Lane or adjacent to or nearby Willow Pond Lane by Owner or other members of the Master Association. The Master Association or Arvida shall have the right to deny such use to any person who in the opinion of Arvida or the Master Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The right to reasonable use and benefit of the surface water of any such lake shall be subject to any riparian and rights of others and may be granted to such other persons, including members of the Master Association, as may be designated by Developer or the Master Association from time to time.

Section 10.9 Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of plants, plant beds, trees, turf, proper irrigation and lake edge maintenance. The Association shall provide the lawn and landscape maintenance described in Section 5.4 of this Declaration. Each Owner, however, shall be responsible for removal and replacement of damaged or dead grass, shrubs and other plants. 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 detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VIII hereof. During reconstruction upon any Lot after destruction of the original improvements installed by Developer, 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. The foregoing provisions shall not apply to the original construction of the Work.

Section 10.10 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within three (3) 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 (1) year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original 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 thirty (30) days from the date of such damage or destruction.

Section 10.11 No Further Subdivision. No Lot shall be divided, subdivided or reduced in size.

Section 10.12 Trees. No tree or shrub, the trunk of which exceeds four inches in diameter, shall be cut down, destroyed or removed from the Lot without the prior express written consent of the WPACC.

Section 10.13 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 WPACC.

Section 10.14 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 ARC.

Section 10.15 Lighting. No external lighting shall be installed without the prior approval of the WPACC. No lighting shall be permitted which alters the residential character of Willow Pond Lane.

Section 10.16 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof not exceeding two animals) may be kept on Lots provided that such pets are neither dangerous nor a nuisance to the residents of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owners' dwelling. Each Owner shall be responsible for cleaning up after his pet. 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 Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or Property, they may not thereafter be kept on a Lot.

Section 10.17 Fences. Except as originally provided by the Developer, or as approved by the Developer (and the WPACC and ARC) to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

Section 10.18 Additional Restrictions. All dwellings constructed within Willow Pond Lane are also subject to the Architectural Planning Criteria set forth in Exhibit C, as amended from time to time.

Section 10.19 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.20 Prohibition or Timesharing. No Residence within the Subdivision may be divided into Time-Share units as defined in Section 721.05 of the Florida Statutes.

**ARTICLE XI  
PARTY WALLS**

Section 11.1 General Rules of Law to Apply. Each wall or fence built as a part of the Work upon the Property and placed on the dividing line between Lots is a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage caused by intentional, willful, or negligent acts or omissions apply.

Section 11.2 Sharing of Repair and Maintenance. The cost of reasonable repair, maintenance, and replacement of a party wall and the foundation or footing supporting any party wall shall be shared by the Owners who make use of the wall or foundation in proportion to such use.

In the event that any Owner should fail or refuse to perform or pay for any maintenance, repairs, or restorations as required by this Article, the adjoining party wall Owner shall have the following remedy, in addition to any other remedies provided by the laws of the State of Florida.

The affected Owner may serve written demand upon the delinquent Owner, demanding that the maintenance, repairs, or restoration be made with thirty (30) days after service of the demand. The demand shall be deemed to have been served if it is hand delivered to the delinquent Owner, or mailed to the delinquent Owner at the mailing address of the Lot owned by the delinquent Owner, by certified or registered mail, postage prepaid, and deposited in the United States Mail

After expiration of the thirty (30) days following service of the demand if the delinquent Owner has failed or refused to make the demanded maintenance, repairs or restorations, the affected Owner may cause such maintenance, repairs or restorations to be made. In such event the delinquent Owner shall be indebted to the affected Owner for the expense of the maintenance, repairs or restorations, and any damage sustained by the Unit or loss or expense incurred by the affected Owner by reason of such failure to timely maintain or restore and such affected Owner shall have a lien against the delinquent Owner's Lot for the full amount of such indebtedness, together with interest at the maximum rate allowed by the laws of the State of Florida. No lien under this provision shall be acquired until a claim of lien is recorded. The form and substance of the claim of lien shall be as similar as practicable as that provided by the Florida Mechanic's Lien Law. Thereafter, the rights and duties and remedies of the respective Owners shall be those as provided to an Owner and a lien claimant under the Florida Mechanic's Lien Law, including but not limited to the rules contained in that statute for discharge of liens, duration of liens, and transfer of liens to security.

No lien acquired under this provision shall be superior to or effective against any bona-fide purchaser or mortgagee who shall have acquired their interest of record prior to the recordation of a claim of lien in accordance with this provision.

Section 11.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall may restore it; and, if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent, willful, or intentional act or omissions.

Section 11.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent, willful, or intentional act causes any other Unit or party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 11.5 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such Owner's successors in title.

Section 11.6 Easement. In the event that there shall be located within any party wall pipes, vents, electrical outlets, or other structures serving one or more Lots or Units, the Owner of each lot so served shall have and enjoy a perpetual easement for the maintenance and use of any such pipe, vent, electrical outlet or other structure.

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

Section 12.1 Utilities and Drainage. Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the Common Property on the plat of Willow Pond Lane or on the plat of any property made subject to this Declaration pursuant to Section 3.1 and on, in and over a strip of land within each Lot five (5) feet in width at the front of each Lot and on, in and over a strip of land five (5) feet in width at the rear of each of Lots twenty-nine through forty-eight. No such easement shall be reserved at the rear of Lots one through twenty-eight. Finally, as to side Lot lines between Buildings, an easement of five (5) feet in width is reserved on each Lot having such a Lot line along such line.

Section 12.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Sawgrass Association, Inc, may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of 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 standards of health and appearance 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 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 12.3 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 Property 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 Property.

Section 12.4 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 on the recorded plat of the Property.

Section 12.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and Sawgrass Association, Inc., their agents, employees, successors or assigns an easement, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, Association or Sawgrass Association, Inc.

Section 12.6 Developer Rights re Temporary Structures, etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, the rights 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 on the Lots within Willow Pond Lane. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 12.7 Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon the granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

Section 12.8 Golf Easement. Developer reserves for itself, its successors, assigns and designees and grants to Arvida Corporation, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

**ARTICLE XIII**  
**RIGHTS GRANTED BY DEVELOPER**

Section 13.1 Roadways. Each Owner shall have the right to use the roadways designated as parcels A, B and D on the plat of Sawgrass Unit One according to the plat thereof recorded in Map Book 12, pages 3 through 18, of the Public Records of St. Johns County, Florida and the roadway described as Tract B and

Tract E the plat of Willow Pond Lane according to the plat thereof recorded in Map Book 16, pages 5-8, of the Public Records of St. Johns County, Florida, pursuant to the terms of a Grant of Non-Exclusive Easement for Ingress and Egress given by Arvida Corporation dated August 26, 1983, and recorded in Official Records Book 602, beginning at pages 144, of the Public Records of St. Johns County, Florida (as relocated by instrument dated December 21, 1983, and recorded in Official Records Book 619, beginning at page 771 of said public records) and subject to the term thereof.

**ARTICLE XIV  
UTILITY PROVISIONS**

Section 14.1 Water System. The central water supply system provided for the service of Willow Pond Lane 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 established or approved by Developer or other supplier thereof and shall maintain and repair all portion of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 14.2 Irrigation System. Irrigation for the Common Property shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system as part of the original improvements installed by Developer. The Lot Owner shall be solely responsible for the maintenance of the system located on his Lot.

Section 14.3 Sewage System. The central sewage system provided for the service of Willow Pond Lane 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 shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within Willow Pond Lane.

Section 14.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Sawgrass Association, Inc. 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.

Section 14.4 Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

**ARTICLE XV  
GENERAL PROVISIONS**

Section 15.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association,

Sawgrass Association, Inc. or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

Section 15.2 Notices. Any notice required to be sent to any member, Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 15.3 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 15.4 Amendment. This Declaration may be amended at any time as follows:

15.4.1 The amendment must first be approved in writing by the Board of Directors of the Master Association unless the Board of Directors of the Master Association determines, in its sole discretion, that the amendment will have no substantial adverse effect on the health and safety of Owners of land outside the Property or on the value and appearance of other lands within the Sawgrass Country Club.

15.4.2 After approval by the Board of Directors of the Master Association (or their determination that such approval is not necessary), the text of the amendment must be included in the notice of a duly called meeting of the Owners.

15.4.3 The amendment must be approved by the Owners of at least two-thirds (2/3) of the Lots within Willow Pond Lane signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

15.4.4 Upon approval of the amendment by the Board of Directors of the Master Association (unless not required under section 15.4.1) and by the Owner, the President of the Association shall execute and the Secretary of the Association shall attest to a copy of the amendment which document shall be recorded in the public records of St. Johns County, Florida.

15.4.5 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot(s) or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

15.4.6 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

Section 15.5 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 15.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

SEACOAST INVESTORS, INC.

[Signature]  
Melody E. Rud

By C. Vernon Ray, Jr.  
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS)

The foregoing Declaration of Covenants and Restrictions for Willow Pond Lane was acknowledged before me this 14 day of July, 1984, by C. Vernon Ray, Jr., President of SEACOAST INVESTORS, INC., a Florida corporation, on behalf of the corporation.

(Notarial Seal)

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires:

721T1



FIRST AMENDMENT TO DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR WILLOW POND LANE

This First Amendment to the Declaration of Covenants and Restrictions for Willow Pond Lane is made by SEACOAST INVESTORS, INC., a Florida corporation, the owner of fee simple title to all of the real property included within Willow Pond Lane as described in the plat recorded in Map Book 16, pages 5 through 8, of the Public Records of St. Johns County, Florida ("Willow Pond Lane") on October 24, 1984.

**1. Background.**

Seacoast Investors, Inc. executed the Declaration of Covenants and Restrictions for Willow Pond Lane on August 8, 1984 (the "Declaration") and caused the Declaration to be recorded in Official Records Book 653, beginning at page 756, of the Public Records of St. Johns County, Florida. Seacoast Investors, Inc. currently owns all of the lots and other property within Willow Pond Lane. Section 12.7 of the Declaration provides a method whereby the developer of Willow Pond Lane may grant releases or exceptions when structures have been constructed or partially constructed across lot lines or in easement areas to allow such encroachments. This provision was intended to allow the Developer to release restrictions contained in the Declaration in cases in which inadvertent violations of the Declaration would be costly or impossible to correct and such violations would not materially and adversely affect the health and safety of owners, the value of adjacent lots or the overall appearance of the property. Although Section 12.7 of the Willow Pond Covenants was intended to allow release of any of the restrictions concerning location of structures on lots, it does not expressly state that the Developer may waive the setback provided under Section 10.3. As a result, this amendment has been executed to clarify the meaning of Section 12.7 of the Declaration. As required under Section 15.4 of the Declaration, this amendment has been approved by the Board of Directors of the Sawgrass Association, Inc. as evidenced by the resolution attached as Exhibit A.

**2. Amendment of Section 12.7 of the Declaration.**

Section 12.7 of the Declaration is hereby amended in its entirety to read as follows:

"Section 12.7. Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon a setback as provided under Section 10.3, a Lot line, easement area or other similar restriction provided in the Declaration, the Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the setback line, lot line, easement line, etc. without the consent or joinder of any person irrespective of who owns the burdened lot or easement area, as long as the Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of owners, the value of adjacent lots and the




ACTION BY ALL OF THE DIRECTORS  
OF SAWGRASS ASSOCIATION, INC. WITHOUT  
A MEETING BY WRITTEN CONSENT

Pursuant to the provisions of Section 607.134, Florida Statutes, the undersigned, being all of the Directors of SAWGRASS ASSOCIATION, INC., hereby adopt the following resolution by written consent:

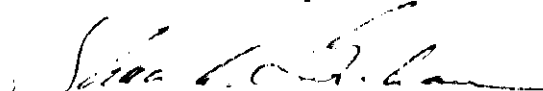
RESOLVED, that the amendment of the Declaration of Covenants and Restrictions for Willow Pond Lane attached as Exhibit A to this Resolution is hereby approved, the Board having found that such amendment will have no substantial adverse effect on the health and safety of property within the Sawgrass Country Club.

  
Daniel A. Almers

  
John C. Yelverton

  
Eduardo E. Gil

  
Phil Pearcey

  
Mac Graham

292X3

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overall appearance of the Property. Upon the granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent owners of the affected Lots."

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date and year first above written.

Signed, sealed and delivered in the presence of:

SEACOAST INVESTORS, INC., OWNER

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
C. Vernon Ray, Jr.

WILLOW POND LANE ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Don F. Johnson,  
President

Attest: \_\_\_\_\_  
Mary C. Johnson,  
Secretary

STATE OF FLORIDA )  
                          )ss  
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1984, by C. Vernon Ray, the \_\_\_\_\_ of SEACOAST INVESTORS, INC., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large.

My Commission Expires:

STATE OF FLORIDA )  
                          )ss  
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1984, by Don F. Johnson, the President and Mary C. Johnson the Secretary of WILLOW POND LANE ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large.

My Commission Expires:

RECORDED  
INDEXED  
OCT 30 1984

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*Return to:*  
 This Instrument Prepared By:  
 Joseph M. Glickstein, Jr.  
 Of The Law Firm Of  
 Glickstein & Glickstein, P. A.  
 2541 Third Street  
 Neptune Beach, Florida 32233

**CERTIFICATE OF THE ASSOCIATION  
 EVIDENCING AN AMENDMENT  
 TO THE  
 DECLARATION  
 OF  
 COVENANTS AND RESTRICTIONS  
 FOR  
 WILLOW POND LANE**

THIS CERTIFICATE of the Association providing for this Amendment to the Declaration of Covenants and Restrictions for Willow Pond Lane, recorded August 15, 1984, in Official Records Volume 653, Pages 756, et seq., public records of St. Johns County, Florida, as first amended by Amendment recorded October 30, 1984, recorded in Official Records Volume 659, Pages 275, et seq., public records of St. Johns County, Florida, is made by WILLOW POND LANE ASSOCIATION, INC., a non-profit corporation organized and existing under the laws of the State of Florida, as the duly constituted Association responsible for the operation of Willow Pond Lane, a Homeowners' Association, and is executed by the President and attested by the Secretary of the Association

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions for Willow Pond Lane, recorded as aforesaid, has been duly and properly amended in accordance with Sec. 15.4 of the Declaration of Covenants and Restrictions for Willow Pond Lane,

NOW, THEREFORE, WILLOW POND LANE ASSOCIATION, INC., states and declares that Sec. 14.2 contained in said Declaration of Covenants and Restrictions for Willow Pond Lane be, and the same hereby is, amended to read as follows:

"Section 14.2 Irrigation System. Irrigation for the Common Property shall be provided and maintained by the Association. Each lot shall be provided with an irrigation system as part of the original improvements installed by Developer. The Association shall be solely responsible for maintenance of the system."

This second Amendment to the Declaration of Covenants and Restrictions for Willow Pond Lane shall become effective upon the date of recording. Except as previously amended by the first







This Third Amendment to the ...

Except as previously amended by the ...

IN WITNESS WHEREOF, WILL W E M HANS ...

... 5th day of September ...

Stuart, ...  
*[Signature]*

WILL W E M HANS ...  
*[Signature]*

Evelyn ...  
*[Signature]*

Stacie Nicandri  
*[Signature]*

... St. Johns

...  
Horst Vollmer  
Stacie Nicandri  
...  
...  
...

... 5th day of September ...

*[Signature]*

53  
18

Prepared by and Return to:  
Julington Creek Plantation  
Property Owners' Association, Inc.  
c/o May Management Services, Inc.  
12627 San Jose Boulevard, Suite 501  
Jacksonville, Florida 32223

**AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION TO  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JULINGTON CREEK PLANTATION PROPERTY  
OWNERS ASSOCIATION, INC.**

**(Willow Pond)  
(Phase I)**

**THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION** (the "Amended and Restated Supplemental Declaration") is made this 20th day of February 2007, by **D.R. HORTON, INC. - JACKSONVILLE**, A Delaware corporation, authorized to do business in Florida ("Developer").

**RECITALS:**

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Pursuant to that Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the Public Records of St. Johns County, Florida, as such has been amended and supplemented (collectively the "Amended Declaration"), Atlantic Gulf Communities Corporation subjected certain property described therein to the covenants, conditions and restrictions in the Amended Declaration. Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to Julington Partners Limited Partnership pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida. Julington Partners Limited Partnership assigned its rights as developer under the Amended Declaration to Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1705, page 1368 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer subjected additional lands owned by it to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in Official Records Book 1010, Page 1074 of the

public records of St. Johns County, Florida (the "Supplemental Declaration"). A legal description of such property is attached hereto as **Exhibit "1"** and referred to herein as "Willow Pond, Phase I".

D. Pursuant to Article VII of the Amended Declaration, Developer may amend the Amended Declaration at any time prior to turnover of control of the Association. Prior to transfer of control of the Association, at a duly called and conducted special meeting of the Board of Directors of the Association held on May 3, 2006 at which a quorum was present, the Developer and the committee comprised of Owners established to review and approve such requirements and restrictions agreed to amend the use and maintenance requirements and restrictions as contained herein. Developer has amended the Amended Declaration as provided herein as to Willow Pond, Phase I to provide for the agreed upon use and maintenance requirements and restrictions in the interest of the owners or Living Units within Willow Pond, Phase I and to protect and preserve the values of Willow Pond, Phase I.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends and restates the Supplemental Declaration as provided herein. The Developer declares that Willow Pond, Phase I shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, and reservations set forth in the Amended Declaration and as set forth in this Amended and Restated Supplemental Declaration. All such easements, covenants, conditions, restrictions and reservations shall run with title to Willow Pond, Phase I and shall be binding upon all persons having and/or acquiring any right, title, or interest in Willow Pond, Phase I or any portion thereof, unless otherwise indicated herein, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Willow Pond, Phase I or any portion thereof and Willow Pond, Phase I shall be deemed to be "Property" as such term is defined in the Amended Declaration. All capitalized terms herein shall have the same meaning as set forth in the Amended Declaration unless otherwise indicated herein.

In accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and Owners of Lots within Willow Pond, Phase I shall be subject to the following terms, conditions, covenants, and restrictions:

1. **Residential Lots.** All Lots in all blocks (as depicted on the plat of Willow Pond, Phase I and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two (2) stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. **Building Square Footage, Setback and Roof Pitch Requirements.** The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Willow Pond, Phase I shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot Size: Ten thousand (10,000) square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas: Two thousand (2,000) square feet, except for Lots which front on the golf course or on the lake which shall contain Two Thousand Two Hundred (2,200) square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- III. Living Unit setback requirements (as measured from the property lines):
  - (A) Front: Twenty five feet (25').
  - (B) Side: Eight feet (8').
  - (C) Rear: Ten feet (10').

The foregoing setback requirements may be waived by a written Instrument executed by the Developer or the Architectural Control Committee (the "ACC") as Developer or AAC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Willow Pond, Phase I be constructed and developed for single family Living Units. In that regard, any residential construction and development within Willow Pond, Phase I shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the ACC, formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed or altered upon Willow Pond, Phase I only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All owners of any portion of Willow Pond, Phase I which is designated for residential purposes shall prepare and submit the Plans to the

ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by an Owner. If the ACC disapproves any plans submitted by an Owner, the ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. **Liability of ACC or Developer.** The ACC's right of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants, or attorneys shall be liable to any owner of any portion of Willow Pond, Phase I or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submission. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Willow Pond, Phase I, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including without limitation, reasonable attorneys' fees and court costs at all tribunal levels),

arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. **Completion of Construction.** Once Construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. **Cumulative Provisions.** The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Willow Pond, Phase I; provided, however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

#### 4. **Easements.**

a. **Easements.** Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities; provided, however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. The easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner or the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity is responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner or the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. **Additional Utility Easements.** In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Willow Pond, Phase I, Developers reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical or any other utility service for the Lots contained within Willow Pond, Phase I. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. **Golf Course Easements.** Lots within any portion of Willow Pond – Phase I abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of

the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. **Developer's Easement to Correct Drainage.** For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Willow Pond, Phase I to maintain and correct drainage of surface waters or other erosion controls; provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Willow Pond, Phase I.

e. **Easement for Unintentional Encroachment.** The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting or movement of any portion of Willow Pond, Phase I, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. **Central Telecommunication Receiving and Distribution System.** The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division is made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools, or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will

not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Deer Run, Phase I, having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below four hundred feet (400') in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including, without limitation, contamination of the potable water source, any discoloration of improvements, erosion of the soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that Willow Pond, Phase I Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has reserved the right, but not the obligation, to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for ongoing maintenance of wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns tax assessor's office and for such other purposes as the District shall determine. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within the Community Development District boundary) including, without limitation, Willow Pond, Phase I, may be required to be a part of the Community Development District. The Lot and Owner's rights in



connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on Willow Pond, Phase I Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Willow Pond, Phase I, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet, at a minimum, the requirement of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devises are not prohibited or discouraged but the design and appearance of such devises will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one (1) or more Willow Pond, Phase I Lots for any purpose whatsoever, including as a right of way for road purposes and easement. Upon the combination of two (2) Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within Willow Pond, Phase I shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than the minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agent, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Motor Vehicles and Parking.**

a. **Intent.** The intent of this paragraph is to preserve the family oriented residential character of the neighborhoods of Julington Creek Plantation through the establishment of reasonable and enforceable restrictions on motor vehicles and parking. As such, parking and storage of Commercial Type Vehicles, as hereinafter defined, and commercial use vehicles within Julington Creek Plantation is prohibited, except as otherwise provided in this paragraph.

b. **Vehicle Classification.** A vehicle shall be classified as a personal transportation vehicle, recreational or other personal use vehicle or a commercial type vehicle. A personal transportation vehicle includes, but is not limited to, automobiles, motorcycles, golf carts, vans, SUVs, and trucks that have no more than two (2) axles and are of such a size that could normally be stored in a garage of Living Unit (a "Personal Transportation Vehicle"). A recreational vehicle or other personal use vehicle includes, but is not limited to, RVs, travel trailers, mobile homes, boats, jet skis, buses, all-terrain vehicles, utility trailers and any other

vehicle designed for use on roads or waterways excluding Personal Transportation Vehicles (a "Recreational or Other Personal Use Vehicle"). A commercial type vehicle includes, but is not limited to, automobiles, vans, SUVs, trucks and other vehicles not normally stored in the garage of a Living Unit (a "Commercial Type Vehicle"). Whether a vehicle is classified as a Personal Transportation Vehicle, a Commercial Type Vehicle, or a Recreational or Other Personal use Vehicle shall be at the discretion of the Board of Directors. Actual use of a vehicle does not determine the vehicle classification. Bicycles, scooters and other vehicles weighing less than two hundred (200) pounds are excluded from the provisions of this paragraph.

c. **Parking.** Personal Transportation Vehicles must be parked on the driveway of Lot, in the garage of a Lot or on any other ACC approved parking area. Recreational or Other Personal Use Vehicles must be parked or stored in a garage or must be completely screened from view by an ACC approved fence. Commercial Type Vehicles cannot be placed, parked or stored on any driveway or Lot. Parking on common areas not approved for parking and easements is not permitted. Exceptions to this subparagraph are permitted for normal loading, unloading and cleaning of vehicles for a period not to exceed eight (8) hours.

d. **Residential Use Not Permitted.** No travel trailer, mobile home, boat, tent, storage building, garage, barn, outbuilding or other structure shall be, at any time, used as a residence either temporarily or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, jet skis, golf carts, all-terrain vehicles, or other vehicles classified as a "Recreational or Other Personal Use Vehicle" cannot be placed, parked, or stored on any Lot unless totally contained within a garage or other ACC approved parking area.

e. **Vehicle Maintenance.** All vehicles shall be registered and licensed as is required by law. All vehicles shall be maintained in good condition; provided, however, the paint and design of all vehicles shall not be deemed in bad taste as may be determined in the sole discretion of the ACC. Maintenance shall not be permitted on any vehicle while such vehicle is parked on any community street, and maintenance on any Commercial Type Vehicle shall not be permitted. Maintenance that requires a vehicle to be placed upon blocks shall only be performed in a garage and maintenance on a vehicle that requires more than twenty four (24) hours to complete shall only be performed in a garage. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

f. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two (2) and three (3) wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. An Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees.

13. **Temporary Structures.** No structures of a temporary character, including, without limitation, a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, without the prior written approval of the ACC, except that the Developer or its designees shall be permitted to use the Lot as a sales office or construction office during any development within Julington Creek

Plantation. Any Lot Owner who wishes to erect certain detached structures, including, without limitation, sheds (that exceed six feet (6') in height, four feet (4') in width and four feet (4') in depth), storage units, pavilions, gazebos, cabanas, platforms, and pergolas, must obtain the prior written approval of the Association prior to erecting such detached structure. Any request for approval must be in writing and include a graphic illustration of the structure, a copy of a survey showing placement of the detached structure and a description of the construction materials, including finishes and colors, of the fence or wall. Notwithstanding the foregoing, temporary storage units or PODs may be placed on a driveway for up to five (5) days. Such temporary storage units or PODs shall not be used for business related activities by the Lot Owner. The use of construction waste units shall be subject to the prior written approval of the ACC. In addition to the provisions of this paragraph, all sheds must be in compliance with applicable setback requirements, be securely anchored to the ground, be located at the rear of the Living Unit or other area approved by the ACC, not exceed eight and one half feet (8 ½') in height, ten feet (10') in width and ten feet (10') in depth, match the color of the Living Unit and be screened from view by an ACC approved privacy fence six feet (6') in height. Any shed constructed of metal, plastic or other material deemed inappropriate by the ACC shall not be permitted. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

14. **Nuisance.** No nuisance or any other interference with a person's interest in the quiet enjoyment of his or her Lot shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

15. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring or for oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of site lines. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

17. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of

the Association, unless located within ten feet (10') of the Living Unit or accessory building or within ten feet (10') of the approved site for such building and not until the Owner is ready to commence construction. In the event that a hardwood tree is removed from a Lot, the Owner of said Lot shall replace the removed hardwood tree with another hardwood tree at any location on the Lot.

**18. Signs and Flags.**

a. **Signs.** Temporary signs shall be permitted to be temporarily displayed to public view on any Lot, provided that such sign does not exceed three (3) square feet and is not displayed for more than four (4) calendar days. Notwithstanding the foregoing, signs for the sale or rent of any Living Unit shall be permitted to be displayed to public view provided that such sign does not exceed four (4) square feet, is placed completely within applicable setback requirements, and is removed no later than forty eight (48) hours following the sale or the renting of said Lot. In addition, politically-related signs for any recognized federal, state or local election supervised by the St. Johns County Supervisor of Elections or Association elections shall be permitted, provided such sign does not exceed three (3) square feet, is placed completely within applicable setback requirements, is placed no earlier than one hundred twenty (120) days prior to the scheduled election date and is removed within forty eight (48) hours following the election. Only one (1) sign per candidate shall be permitted. Security signs are permitted provided that such sign does not exceed one (1) square foot and is placed within two feet (2') of the Living Unit. Signs advertising a product or service, including, but not limited to, pool construction, pressure washing, water softener installation, and various home improvements, shall not be permitted. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation. The Association or its agents shall have the right to review, approve and remove all signs violating the foregoing conditions and restrictions or signs deemed in bad taste or placed in such a way so as to not comply with neighborhood standards. Signs shall not be permitted in the common areas.

b. **Flags.** Flagpoles shall not exceed sixteen feet (16') in height or four inches (4") in diameter. All flags that are displayed to the public must be consistent with neighborhood standards. No more than three (3) flags on a Lot shall be displayed at any one time.

**19. Driveways.** Prior to the Construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provisions of paragraph 3.

**20. Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four (4) dogs, cats or other domestic pets (exceeding the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of a pet is required to immediately remove and properly

dispose of solid pet waste. If an Owner owns a pet as permitted hereunder, such Owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any visible pet restraining devices, including, but not limited to, pet holding posts, shall not be permitted on the front portion of any Lot for a period exceeding three (3) daylight hours. Any fence must be submitted to the ACC for approval. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

**21. Refuse Disposal.**

a. **Daily Refuse.** Trash, garbage or other waste must be kept in sanitary containers be disposed of in accordance with the applicable rules of the collection procedures of St. Johns County. Refuse and recycling containers shall be screened from view and conform to the restrictions of this Declaration when not placed at the curb. Refuse or recycling containers shall not be permitted to be placed at a curb more than twenty four (24) hours prior to collection and shall be removed from curbside within a reasonable amount of time following collection.

b. **Landscape or Construction Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish; provided, however, exceptions may be permitted by the Board of Directors for storm clean up or major landscaping renovations. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot

**22. Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All exterior air conditioning units shall be screened from public view by an ACC approved fence, wall or landscaping or shrubbery.

**23. Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All garage doors shall be kept fully closed as much as is reasonably possible and shall not be kept open, either fully or partially, for access by pets. Garage doors open for an extended amount of time shall be not left unattended. Garage screens shall not be permitted.

**24. Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from view.

**25. Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

**26. Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. A play structure, tennis court, playhouse, skateboard ramp or other structures of any kind shall be constructed and/or erected upon a Lot so that its placement upon a Lot and its design minimizes the effect of the item on adjacent Lots. No platform, doghouse, tennis court, playhouse structure or a similar kind or nature (except basketball backboards) shall be constructed any part of a Lot located in front of the rear line of the Living Unit constructed on

the Lot. Any Lot Owner, prior to the installation of a tennis court, skateboard ramp, basketball courts (not including a basketball hoop) and any structure which exceeds six feet (6') in height, must first request the prior written approval of the ACC. Such request shall include a plan describing the location, dimensions, materials, and graphic illustration of the proposed structure. The ACC may require that any structure be fenced in with a six foot (6') privacy fence. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

27. **Mailboxes.** No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized mailbox location. If and when the U.S. Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the mailbox or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

28. **Window Coverings.** No visibly reflective window coverings or treatments shall be permitted on any Living Unit. Window tinting is permitted so long as it is not visibly reflective from the exterior of the Living Unit. Sunshade screening on windows shall not be permitted. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

29. **Fences and Walls.**

a. **Approved Fences and Walls.** Without limiting the provisions of any other term hereof, the composition, location and height of any fence or well to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

b. **Fence or Wall Plan.** Any fence, wall, hedge or other similar structure must be included in a plan submitted to the ACC with respect to location, height and type of material and must be approved by the ACC. Such plan shall include, but not be limited to, a copy of the Lot survey that details placement of the fence or wall, a brief description of the fence material and color, the height of the fence, and a description of any possible adverse effects on neighboring Lots which may not be apparent on the survey. Fence and wall materials shall be limited to wood (shadowbox or board-on-board), vinyl, aluminum and other materials specifically approved of by the ACC. Any fence or wall adjacent to a pond or lake must be open picket and of spindle design so as not to obstruct the view of said pond or lake. Chain link fences shall not be permitted.

c. **Placement and Height Limitations.** Fences shall be constructed so that structural side and support posts face the Lot. Fencing and walls shall not extend beyond the midpoint of the side walls of the Living Unit except in such instances approved by the ACC for

reasons including, but not limited to, shielding an air conditioning unit from view. Fence and wall height shall not exceed six feet (6') except that fences and walls upon Lots that are parallel to a pond and the first fifteen feet (15') of a fence or wall perpendicular to a pond shall not exceed four feet (4'). In addition, fences and walls on pond or lake Lots shall not extend beyond the top of the embankment. Fences and walls are prohibited on Lots adjacent to the golf course property.

d. **Maintenance.** Each Lot Owner shall maintain in good repair any fence or wall upon his or her Lot, including, but not limited to, regularly washing, painting, staining and performing carpentry work upon said fence or wall.

### 30. **Landscaping and Living Unit Maintenance.**

a. **Landscape and Living Unit Maintenance.** All Owners, or their designees, shall regularly perform maintenance procedures upon their Lot, including, but not limited to, mowing, edging, trimming, pruning, fertilizing, and applying herbicides, insecticides, and fungicides, in order to promote a neat and healthy appearance of all landscaping located on the Lots. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. Grass shall not be permitted to grow to a height four inches (4') above the horizontal plane of the ground immediately below the shaft. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot so that his Lot and Living Unit comply with all guidelines established by the ACC. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, overgrown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may issue two (2) notices to cure the condition, and after the issuance of notices enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. An administrative fee and all costs relating to the maintenance performed shall be assessed against the Lot Owner.

b. **Artificial Landscaping and Decor.** No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior portion of any Lot unless approved in writing by the ACC; provided, however, the placement of any trellises, statues, fountains, and similar structures less than three feet (3') in height need not have the prior written approval of the ACC.

c. **Modification of Existing Landscaping.** Landscaping activity that would significantly modify the original landscape footprint must be approved by the ACC. Plans for such modification shall include, but not be limited to, all landscape, garden structures and other architectural features as well as a description of the current landscape footprint, driveway, sidewalk, path, patio, and irrigation coverage.

31. **Lighting.** The placement of lighting on a Lot shall be permitted, provided that such lighting shall be low-key accenting entrances, driveways, patios, walkways, trees and other landscaping or architectural features. Exterior lighting shall not be placed in such a manner so as to be directed at adjacent Lots.

32. **Pools and Related Structures and Equipment.** The construction of an in-ground swimming pool or spa upon any Lot shall be subject to the prior review and written approval of the ACC. All pools shall be constructed in the rear of the Lot within the applicable setback requirements and shall be completely enclosed by a fence, screen enclosure, or similar structure. All pool equipment, including, but not limited to, filtering equipment, shall be screened from view by fences, walls, shrubbery, or other similar structure to minimize noise and maintain the visual appearance of the community. Above-ground pools shall not be permitted in the community; provided, however, small wading pools that may be filled and drained on a daily basis shall be permitted.

33. **Screening of Exterior Equipment.** All fuel tanks, water softening equipment, pool equipment, air conditioning units, irrigation pumps, generators, hose and hose racks and other exterior equipment shall be screened from public view by appropriate landscaping or ACC approved fences or walls. The composition, color, dimensions and location of any screen enclosure shall be subject to the prior review and written approval of the ACC. Such screen enclosures shall be consistent with the materials and overall design of the neighborhood in which it is located.

34. **Solicitation Activities.** No solicitation activities shall be permitted in Willow Pond, Phase I without the prior written approval of the Association.

35. **Satellite Dishes.** Satellite dishes are permitted, provided that such satellite dish and/or antenna does not exceed one (1) meter in width, is placed at the rear or rear corner of the Living Unit and is mounted in the least conspicuous manner as is reasonably possible. Related wiring and equipment shall be painted to blend with the immediate vicinity.

36. **Garage Sales.** Sales of any type shall not be permitted in any of the common areas. Garage or yard sales, or similar sales, shall be permitted on a Lot no more than one (1) time per calendar quarter. The Association may provide exceptions to this paragraph.

37. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years; provided, however, that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by a majority of the Voting Members subject to this Amended and Restated Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for



the development hereof or by holders of mortgages encumbering Lots located in Willow Pond, Phase I.

38. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successor or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended and Restated Supplemental Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

39. **Existing Conditions.** Conditions existing at the time of recording of this Amended and Restated Supplemental Declaration that are found to violate any provision of this Amended and Restated Supplemental Declaration shall be excused from the provisions of this Amended and Restated Supplemental Declaration; provided, however, such excusal shall terminate upon the occurrence of substantial replacement and/or refurbishment of the item or condition constituting the violation, or upon the subsequent conveyance of a Lot by an Owner. Notwithstanding the foregoing, it is the responsibility and obligation of each Lot Owner or their agents or tenants and residents to ensure reasonable compliance with the covenants and restrictions contained in this Amended and Restated Supplemental Declaration as said restrictions and covenants are promulgated for the benefit of all Lot Owners and residents of Willow Pond, Phase I. The Association may require that Lot Owners, their agents or tenants, or residents submit documentary proof that a condition or item upon their Lot is held safe from the provisions of this Amended and Restated Supplemental Declaration, which proof may include, but not be limited to, sales receipts, work orders or affidavits.

40. **Severability.** Invalidation of any portion of these covenants shall in no way effect any of the other provisions contained herein which shall remain in full force and effect.

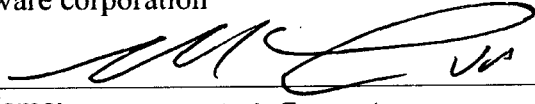
41. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Amended and Restated Supplemental Declaration, the prevailing party shall be entitled to collect its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgment collection.

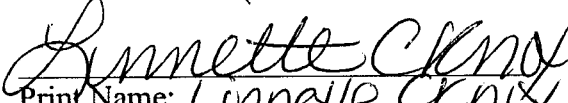
IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered in the presence of:

**D.R. HORTON, INC. - JACKSONVILLE**  
a Delaware corporation


  
Print Name: **MARK C. DEARING**

By:   
Print Name: Philip A. Fremento  
Title: Vice President

  
Print Name: Linnette C. Knox

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7 day of Feb., 2007, by Philip A. Fremento VP of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**EXHIBIT "1" TO AMENDED AND RESTATED SUPPLEMENTAL DECLARATION**

**WILLOW POND – PHASE I**

**LEGAL DESCRIPTION**

Lots 1 through 32, Block 13, Third Replat in Julington Creek, Unit One, recorded in Map Book 27, pages 15 and 16 of the Public Records of St. Johns County, Florida ("Willow Pond – Phase I").

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Prepared by and Return to:  
Julington Creek Plantation  
Property Owners' Association, Inc.  
c/o May Management Services, Inc.  
12627 San Jose Boulevard, Suite 501  
Jacksonville, Florida 32223

**AMENDED AND RESTATED  
SUPPLEMENTAL DECLARATION TO  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF JULINGTON CREEK PLANTATION PROPERTY  
OWNERS ASSOCIATION, INC.**

**(Willow Pond)  
(Phase II)**

**THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION** (the "Amended and Restated Supplemental Declaration") is made this 20th day of February 2007, by **D.R. HORTON, INC. - JACKSONVILLE**, A Delaware corporation, authorized to do business in Florida ("Developer").

**RECITALS:**

A. Developer is the developer of a planned community located in St. Johns County commonly referred to as "Julington Creek Plantation" which is more fully described in that certain St. Johns County Resolution No. 82-37, as amended by St. Johns County Resolution No. 93-159, as amended in St. Johns County Resolution 97-25, all as further amended from time to time ("Development Order").

B. Pursuant to that Amended and Restated Declaration of Covenants and Restrictions of Julington Creek Plantation Property Owners' Association, Inc. recorded in Official Records Book 1004, page 1823 of the Public Records of St. Johns County, Florida, as such has been amended and supplemented (collectively the "Amended Declaration"), Atlantic Gulf Communities Corporation subjected certain property described therein to the covenants, conditions and restrictions in the Amended Declaration. Atlantic Gulf Communities Corporation assigned its rights as developer under the Amended Declaration to Julington Partners Limited Partnership pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1177, page 1186 of the public records of St. Johns County, Florida. Julington Partners Limited Partnership assigned its rights as developer under the Amended Declaration to Developer pursuant to that certain Assignment of Developer's Rights recorded in Official Records Book 1705, page 1368 of the public records of St. Johns County, Florida.

C. Pursuant to the provisions of Article II of the Amended Declaration, Developer subjected additional lands owned by it to the terms and conditions of the Amended Declaration by recording a Supplemental Declaration in Official Records Book 1065, Page 668 of the public

records of St. Johns County, Florida (the "Supplemental Declaration"). A legal description of such property is attached hereto as **Exhibit "1"** and referred to herein as "Willow Pond, Phase II".

D. Pursuant to Article VII of the Amended Declaration, Developer may amend the Amended Declaration at any time prior to turnover of control of the Association. Prior to transfer of control of the Association, at a duly called and conducted special meeting of the Board of Directors of the Association held on May 3, 2006 at which a quorum was present, the Developer and the committee comprised of Owners established to review and approve such requirements and restrictions agreed to amend the use and maintenance requirements and restrictions as contained herein. Developer has amended the Amended Declaration as provided herein as to Willow Pond, Phase II to provide for the agreed upon use and maintenance requirements and restrictions in the interest of the owners or Living Units within Willow Pond, Phase II and to protect and preserve the values of Willow Pond, Phase II.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer hereby amends and restates the Supplemental Declaration as provided herein. The Developer declares that Willow Pond, Phase II shall be held, occupied, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, and reservations set forth in the Amended Declaration and as set forth in this Amended and Restated Supplemental Declaration. All such easements, covenants, conditions, restrictions and reservations shall run with title to Willow Pond, Phase II and shall be binding upon all persons having and/or acquiring any right, title, or interest in Willow Pond, Phase II or any portion thereof, unless otherwise indicated herein, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in Willow Pond, Phase II or any portion thereof and Willow Pond, Phase II shall be deemed to be "Property" as such term is defined in the Amended Declaration. All capitalized terms herein shall have the same meaning as set forth in the Amended Declaration unless otherwise indicated herein.

In accordance with the provisions of Section 5 of Article II of the Amended Declaration, the Lots and Owners of Lots within Willow Pond, Phase II shall be subject to the following terms, conditions, covenants, and restrictions:

1. **Residential Lots.** All Lots in all blocks (as depicted on the plat of Willow Pond, Phase II and hereinafter referred to as "Lots") shall be improved with a single family residence and no principal building shall be constructed or erected on any Lot other than one detached single family dwelling ("Living Unit") not to exceed two (2) stories in height. No Lot shall be re-subdivided into building lots having a square footage of less than that set forth herein.

2. **Building Square Footage, Setback and Roof Pitch Requirements.** The minimum square footage requirements and the building setback and roof pitch requirements for all improvements and Lots in Willow Pond, Phase II shall be as follows:

a. The minimum square footage requirements for all Living Units, and the setback requirements are as follows:

- I. Minimum Lot Size: Ten thousand (10,000) square feet.
- II. Minimum square footage contained within a Living Unit excluding garages, patios, porches or other unheated, unairconditioned areas: Two thousand (2,000) square feet, except for Lots which front on the golf course or on the lake which shall contain Two Thousand Two Hundred (2,200) square feet, excluding garages, patios, porches or other unheated or unairconditioned areas.
- III. Living Unit setback requirements (as measured from the property lines):
  - (A) Front: Thirty five feet (35') for Lots 1-4, 22-29.
  - (B) Front: Twenty five feet (25') for Lots 5 through 21
  - (C) Side: Eight feet (8').
  - (D) Rear: Ten feet (10').
  - (E) Side Set back on Street Side of Corner Lots – Fifteen feet (15').

The foregoing setback requirements may be waived by a written Instrument executed by the Developer or the Architectural Control Committee (the "ACC") as Developer or ACC may deem necessary and convenient, in their sole discretion.

b. The minimum roof pitch shall be 6:12 for the main structure of the Living Unit. Roof Pitches for porches, detached storage sheds or similar ancillary structures may vary, provided however, any changes to roof pitch must be approved by the ACC.

3. **Approval of Plans.** It is the intention of the parties that a portion of the land contained in Willow Pond, Phase II be constructed and developed for single family Living Units. In that regard, any residential construction and development within Willow Pond, Phase II shall be in compliance with the following provisions:

a. **Construction Plans.** No Living Unit, building, fence, wall, structure or other improvements of any nature including all signage and landscaping plans (collectively referred to herein as "Intended Improvements") shall be commenced, erected, placed, altered or maintained, and no change, addition or alteration to the exterior of any of the existing improvements including, without limitation, colors, signage or landscaping as initially improved and installed shall be made, until the construction plans, elevations, site plans, floor plans, building specifications, colors, plans showing the location of the Intended Improvements, have been approved in writing by the ACC, formerly known as the Environmental Control Committee established pursuant to the Amended Declaration, which approval, if required, shall not be unreasonably withheld or delayed. The items or matters to be submitted to the ACC for its approval as provided in this paragraph shall hereinafter collectively or individually, as the context may require permit, be referred to as the "Plans". Any Intended Improvements shall be erected, placed or altered upon Willow Pond, Phase II only in substantial accordance with the Plans as approved. Refusal to approve Plans, or any portion thereof, may be based on any reasonable grounds, including aesthetic considerations.

b. **Review Procedure for Plans.** All owners of any portion of Willow Pond, Phase II which is designated for residential purposes shall prepare and submit the Plans to the ACC for review. The ACC's review of Plans shall be made within thirty (30) business days from submission by an Owner. If the ACC disapproves any plans submitted by an Owner, the ACC shall so notify Owner in writing within said thirty (30) business day period stating the specific reason or reasons for denying approval, whereupon Owner shall revise the Plans accordingly and resubmit same within thirty (30) days of such denial, at which time such resubmission will be treated hereunder as an original submission. A failure by the ACC to respond within such thirty (30) business day period shall constitute an automatic approval and the ACC, upon request, shall confirm same in a recordable written document.

c. **General Intent and Guidelines.** The intent in requiring the approval of all Plans and signs is to promote the general pattern of development of Julington Creek Plantation consistent with the planned community envisioned by the Amended Declaration. In that connection, certain performance criteria and guidelines have been adopted and are available at the Association office. Such criteria and guidelines, as they are amended and supplemented from time to time, will be used in evaluating the compatibility of any requested construction. Owners shall be subject to all rules and regulations of the ACC in effect from time to time, including without limitation, the responsibility to submit required materials and the payment of any review fees. The ACC shall not be bound by the specific criteria and guidelines adopted from time to time, but shall be free to add to, or amend, such guidelines. Nothing contained in such criteria and guidelines, however, shall be construed to supersede, waive, void or amend any requirements of any applicable governmental zoning or building law, regulation or ordinance, all of which must be complied with by Owner at Owner's sole cost expense. Further, no approval by the ACC shall be deemed to set a standard for construction which the ACC shall be under any obligation to meet with respect to future approvals of any construction anywhere within Julington Creek Plantation.

d. **Liability of ACC or Developer.** The ACC's right of review and approval of Plans and other submissions under this provision are intended solely for the benefit of the ACC. Neither the ACC, the Julington Creek Plantation Property Owners' Association, Inc. ("Association") nor Developer or any of its or their officers, directors, employees, agents, contractors, consultants, or attorneys shall be liable to any owner of any portion of Willow Pond, Phase II or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any Plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any Plans or submission. Anyone submitting Plans hereunder, by the submission of same, and any owner of any part of Willow Pond, Phase II, by acquiring title to same, agrees not to seek damages from the Developer, Association and/or the ACC arising out of the ACC's review of any plans hereunder. Without limiting the generality of the foregoing, neither Developer nor the ACC shall be responsible for reviewing nor shall its or their review of any Plans or submissions be deemed approval of any Plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformance with building or other codes or industry standards, or compliance with governmental requirements. Further, Owner (including its successors and assigns) agrees to indemnify and hold Developer, the Association and the ACC (including its and their successors and assigns) harmless from and against any and all costs,

claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including without limitation, reasonable attorneys' fees and court costs at all tribunal levels), arising out of any review of Plans or other submissions by Developer, Association and/or the ACC hereunder.

e. **Completion of Construction.** Once Construction has commenced, Owner agrees to expeditiously, diligently, continuously and in good faith pursue said construction until completion.

f. **Cumulative Provisions.** The terms and conditions of this paragraph shall apply to all Lots and Intended Improvements within Willow Pond, Phase II; provided, however, nothing herein shall be deemed to prohibit Developer from using similar or different provisions to incorporate specific terms and conditions appropriate for different types of housing or conditions in various parcels of Julington Creek Plantation.

#### 4. **Easements.**

a. **Easements.** Easements for the installation and maintenance of public utilities and drainage facilities may be reserved as noted on the recorded plat or granted pursuant to a separate instrument. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage, impair or interfere with the installation and maintenance of utilities; provided, however, an Owner may install landscaping, driveways, sidewalks and paths within such easement areas. The easement area of each Lot or Tract, and all permitted improvements with said easement areas shall be maintained continuously by Owner or the Lot or Tract, except for those improvements for which a public authority or utility company is responsible. Provided that, if a utility company or other entity is responsible for maintaining the utility lines or equipment is required to remove a driveway, sidewalk, path or landscaping, to repair the utility lines or equipment, then the Owner or the Lot shall repair or restore the improvement or landscaping and shall bear the cost of repair and restoration of the driveway, path, sidewalk or landscaping.

b. **Additional Utility Easements.** In addition to certain easements for the installation of electrical lines, conduits and transformers set forth in the dedication of the plat of Willow Pond, Phase II, Developers reserves the right to grant or reserve such additional easements as may be necessary or convenient to provide water, sewer, electrical or any other utility service for the Lots contained within Willow Pond, Phase II. The foregoing described utility easement areas whether dedicated, granted or reserved, shall be maintained by the Owner of the Lot in a clean and safe condition, provided that the maintenance for the utility lines or equipment shall be provided as set forth in the instrument dedicating, granting or reserving the easement.

c. **Golf Course Easements.** Lots within any portion of Willow Pond – Phase II abutting or contiguous with the golf course are hereby subjected to a perpetual and non-exclusive easement (as more fully set forth in the instrument recorded in Official Records Book 929, Page 750 of the public records of St. Johns County, Florida) which is ten feet (10') in width as measured from the Lot boundaries abutting the golf course, for the purpose of allowing errant



golf ball retrieval (but excluding any area designated as "wetlands" by the St. Johns Water Management District and/or the U.S. Army Corps of Engineers) during the Operating Hours of the golf course facility. "Operating Hours" shall mean those hours of each day that the golf course facility is open for the play of golf. To the extent that the easement as recorded is modified from time to time in a manner which is inconsistent with the terms hereof, the terms of the recorded easement as modified shall prevail.

d. **Developer's Easement to Correct Drainage.** For so long as the Developer is a Class B member of the Association, Developer reserves a blanket easement on, over and under the land within Willow Pond, Phase II to maintain and correct drainage of surface waters or other erosion controls; provided, however, Developer's exercise of this easement shall not materially and adversely affect any improvements on Willow Pond, Phase II.

e. **Easement for Unintentional Encroachment.** The Developer hereby reserves an exclusive easement for the unintentional encroachment by any Lot or Living Unit upon the Common Property, or vice versa, caused by or resulting from construction, repairs, shifting or movement of any portion of Willow Pond, Phase II, for which an exclusive easement shall exist at all times during the continuance of such encroachment, which easement is appurtenant to the encroaching property to the extent of such encroachment.

f. **Central Telecommunication Receiving and Distribution System.** The Developer reserves to itself, its successors and assigns an exclusive easement for installing, maintaining and supplying the surfaces of any central telecommunication receiving and distribution system ("Cable Television Service") serving Julington Creek Plantation. Developer reserves to itself, its successors and assigns, the right to connect to any Cable Television Service to such source as the Developer, in its sole discretion, may deem appropriate, and to receive any royalties arising in connection therewith, including, but not limited to, companies licensed to provide cable television service in St. Johns, for which Developer, its successors and assigns shall have the right to charge the Association, and/or individual owners a reasonable fee, not to exceed any maximum allowable charges for Cable Television Service to Living Units from time to time defined by the code of laws and ordinances of the County.

5. **Utilities.** Developer and its wholly owned subsidiary, General Development Utilities, Inc., (hereinafter referred to as "Utilities"), and their respective successors and assigns agree to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Regulation relative to the water source supply and sewage waste disposal within Julington Creek Plantation. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Regulation relative to water supply source and sewage waste water disposal within Julington Creek Plantation shall also be binding upon all persons claiming by, through and under the Developer.

a. Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer service division is made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools, or air

conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

b. It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of Deer Run, Phase I, having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

c. Developer reserves the right to itself, its successors and assigns to all water rights below four hundred feet (400') in depth under all of Julington Creek Plantation.

d. Excavation of shallow wells for the purpose of irrigation of Lots is permitted, provided that in connection with the excavation and installation of such shallow well, the Owner agrees as follows:

- I. The Owner shall obtain, at his cost and expense, all permits necessary and convenient for the installation of such well.
- II. The Owner shall assume all liability arising from the installation and operation of the shallow well, including, without limitation, contamination of the potable water source, any discoloration of improvements, erosion of the soil conditions or flooding. The Owner shall undertake to correct and repair any resulting damage including discoloration of buildings, driveways and sidewalks and to inhibit further damage immediately upon discovery of such injury or damage.

e. Building connections for all utilities, including, but not limited to, water, electrical telephone and television shall be run underground from the proper connecting points to the Living Unit in such a manner as to be acceptable to the governing utility authority.

6. **Municipal Tax Service District.** Notice is hereby given that Willow Pond, Phase II Lots are located within an area designated by St. Johns County as the Julington Creek Municipal Service Taxing Unit and is subject to continuing annual ad valorem tax and/or special assessments. Failure to pay such taxes or assessments when due will result in a lien being placed on the Lot subject to assessments to St. Johns County.

7. **Community Development District.** The Developer has filed an application to create a Community Development District pursuant to the terms of Florida Statutes Chapter 190 for the purposes of funding the construction of infrastructure and off site improvements for Julington Creek Plantation and for construction of a recreational facility in Julington Creek Plantation and for ongoing maintenance of such recreational facility, wetlands, conservation areas, lakes and drainage systems, the cost of electrical service for street lighting, and the cost of collecting assessments as charged by the St. Johns tax assessor's office. All Owners of Lots within Julington Creek Plantation (except those Lots which are specifically not included within

the Community Development District boundary) including, without limitation, Willow Pond, Phase II, may be required to be a part of the Community Development District. The Lot and Owner's rights in connection with its use, operation and maintenance of its Lot or Living Unit shall be subject to the documents creating and governing the operation of a Community Development District.

8. **Hazardous Materials.** No hazardous or toxic materials or pollutants shall be discharged, maintained, stored, released or disposed of on Willow Pond, Phase II Lots, except in strict appliance with applicable rules and regulations. Flammable, combustible or explosive fluids, materials or substances for ordinary household use may be stored or used on Willow Pond, Phase II, subject to strict safety codes and shall be stored in containers specifically designed for the purposes.

9. **Energy Conservation.** Living Units shall be designed to meet, at a minimum, the requirement of the Florida Energy Efficiency Code for Building Construction. Solar and other energy conservation devises are not prohibited or discouraged but the design and appearance of such devises will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

10. **Resubdivision and Replatting.** Developer reserves the right to resubdivide or replat one (1) or more Willow Pond, Phase II Lots for any purpose whatsoever, including as a right of way for road purposes and easement. Upon the combination of two (2) Lots, or fractional parts thereof, or the addition of unplatted land to a Lot, the setback lines set forth in paragraph 2 shall apply to the overall building plot lines. Provided that no Living Unit within Willow Pond, Phase II shall be erected upon, nor any resident allowed to occupy the replatted or resubdivided Lot or building plot or fractional part hereof, having an area of less than the minimum square feet required under paragraph 2 hereof, except any Lot resubdivided for road purposes or easements.

11. **Sales and Construction Activities.** Notwithstanding any other provisions hereof, the Developer, its agent, successors, assigns and designees may maintain such facilities and undertake such activities as may reasonably be required to sell Lots or Living Units and to construct improvements thereto and to promote Julington Creek Plantation.

12. **Motor Vehicles and Parking.**

a. **Intent.** The intent of this paragraph is to preserve the family oriented residential character of the neighborhoods of Julington Creek Plantation through the establishment of reasonable and enforceable restrictions on motor vehicles and parking. As such, parking and storage of Commercial Type Vehicles, as hereinafter defined, and commercial use vehicles within Julington Creek Plantation is prohibited, except as otherwise provided in this paragraph.

b. **Vehicle Classification.** A vehicle shall be classified as a personal transportation vehicle, recreational or other personal use vehicle or a commercial type vehicle. A personal transportation vehicle includes, but is not limited to, automobiles, motorcycles, golf carts, vans, SUVs, and trucks that have no more than two (2) axles and are of such a size that

could normally be stored in a garage of Living Unit (a "Personal Transportation Vehicle"). A recreational vehicle or other personal use vehicle includes, but is not limited to, RVs, travel trailers, mobile homes, boats, jet skis, buses, all-terrain vehicles, utility trailers and any other vehicle designed for use on roads or waterways excluding Personal Transportation Vehicles (a "Recreational or Other Personal Use Vehicle"). A commercial type vehicle includes, but is not limited to, automobiles, vans, SUVs, trucks and other vehicles not normally stored in the garage of a Living Unit (a "Commercial Type Vehicle"). Whether a vehicle is classified as a Personal Transportation Vehicle, a Commercial Type Vehicle, or a Recreational or Other Personal use Vehicle shall be at the discretion of the Board of Directors. Actual use of a vehicle does not determine the vehicle classification. Bicycles, scooters and other vehicles weighing less than two hundred (200) pounds are excluded from the provisions of this paragraph.

c. **Parking.** Personal Transportation Vehicles must be parked on the driveway of Lot, in the garage of a Lot or on any other ACC approved parking area. Recreational or Other Personal Use Vehicles must be parked or stored in a garage or must be completely screened from view by an ACC approved fence. Commercial Type Vehicles cannot be placed, parked or stored on any driveway or Lot. Parking on common areas not approved for parking and easements is not permitted. Exceptions to this subparagraph are permitted for normal loading, unloading and cleaning of vehicles for a period not to exceed eight (8) hours.

d. **Residential Use Not Permitted.** No travel trailer, mobile home, boat, tent, storage building, garage, barn, outbuilding or other structure shall be, at any time, used as a residence either temporarily or permanently. Recreational vehicles such as travel trailers, mobile homes, motor homes, trailers, boats, jet skis, golf carts, all-terrain vehicles, or other vehicles classified as a "Recreational or Other Personal Use Vehicle" cannot be placed, parked, or stored on any Lot unless totally contained within a garage or other ACC approved parking area.

e. **Vehicle Maintenance.** All vehicles shall be registered and licensed as is required by law. All vehicles shall be maintained in good condition; provided, however, the paint and design of all vehicles shall not be deemed in bad taste as may be determined in the sole discretion of the ACC. Maintenance shall not be permitted on any vehicle while such vehicle is parked on any community street, and maintenance on any Commercial Type Vehicle shall not be permitted. Maintenance that requires a vehicle to be placed upon blocks shall only be performed in a garage and maintenance on a vehicle that requires more than twenty four (24) hours to complete shall only be performed in a garage. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

f. **Offstreet Motor Vehicles.** No motorized vehicles including, without limitation, two (2) and three (3) wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives except as specifically approved in writing by the ACC or if utilized for the purpose of maintenance, construction, security or other similar purposes. An Owner may be fined for each violation of this provision by themselves, their families, guests, tenants or invitees.

13. **Temporary Structures.** No structures of a temporary character, including, without limitation, a trailer, basement, tent, shack, garage, barn, or other outbuilding shall be

used on any Lot at any time as a residence, either temporarily or permanently, without the prior written approval of the ACC, except that the Developer or its designees shall be permitted to use the Lot as a sales office or construction office during any development within Julington Creek Plantation. Any Lot Owner who wishes to erect certain detached structures, including, without limitation, sheds (that exceed six feet (6') in height, four feet (4') in width and four feet (4') in depth), storage units, pavilions, gazebos, cabanas, platforms, and pergolas, must obtain the prior written approval of the Association prior to erecting such detached structure. Any request for approval must be in writing and include a graphic illustration of the structure, a copy of a survey showing placement of the detached structure and a description of the construction materials, including finishes and colors, of the fence or wall. Notwithstanding the foregoing, temporary storage units or PODs may be placed on a driveway for up to five (5) days. Such temporary storage units or PODs shall not be used for business related activities by the Lot Owner. The use of construction waste units shall be subject to the prior written approval of the ACC. In addition to the provisions of this paragraph, all sheds must be in compliance with applicable setback requirements, be securely anchored to the ground, be located at the rear of the Living Unit or other area approved by the ACC, not exceed eight and one half feet (8 ½') in height, ten feet (10') in width and ten feet (10') in depth, match the color of the Living Unit and be screened from view by an ACC approved privacy fence six feet (6') in height. Any shed constructed of metal, plastic or other material deemed inappropriate by the ACC shall not be permitted. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

14. **Nuisance.** No nuisance or any other interference with a person's interest in the quiet enjoyment of his or her Lot shall be permitted to exist or continue on a Lot. Exterior noise and noise emanating from within Living Units, buildings or other improvements, including, without limitation, talking, singing, television, radio, record or tape player, musical instruments shall be maintained from 11:00 p.m. until 7:30 a.m. at all times so as to not constitute a nuisance or unreasonable annoyance to the neighbors.

15. **Oil Drilling.** No oil drilling, oil development, operation, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring or for oil or natural gas shall be erected, maintained or permitted upon any Lot.

16. **Intersection Site Distance.** No hedge, shrub or planting which obstructs the site lines and elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any Lot within the triangular area formed by the street property lines and the line connecting them at points twenty five feet (25') from the intersection of the street lines or in the case of a rounded property corner from the intersection of the street lines as extended. The same site line limitation shall apply to any Lot within ten feet (10') from an intersection of street property lines with the edge of a driveway or alley pavement. No tree shall be permitted to remain within the above described limits of intersections unless the foliage line is maintained at or above six feet (6') above the roadway intersection elevation to prevent the obstruction of site lines. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

17. **Tree Preservation.** No trees measuring four inches (4") or more in diameter at a point which is three feet (3') above ground level may be removed without the written approval of the Association, unless located within ten feet (10') of the Living Unit or accessory building or within ten feet (10') of the approved site for such building and not until the Owner is ready to commence construction. In the event that a hardwood tree is removed from a Lot, the Owner of said Lot shall replace the removed hardwood tree with another hardwood tree at any location on the Lot.

18. **Signs and Flags.**

a. **Signs.** Temporary signs shall be permitted to be temporarily displayed to public view on any Lot, provided that such sign does not exceed three (3) square feet and is not displayed for more than four (4) calendar days. Notwithstanding the foregoing, signs for the sale or rent of any Living Unit shall be permitted to be displayed to public view provided that such sign does not exceed four (4) square feet, is placed completely within applicable setback requirements, and is removed no later than forty eight (48) hours following the sale or the renting of said Lot. In addition, politically-related signs for any recognized federal, state or local election supervised by the St. Johns County Supervisor of Elections or Association elections shall be permitted, provided such sign does not exceed three (3) square feet, is placed completely within applicable setback requirements, is placed no earlier than one hundred twenty (120) days prior to the scheduled election date and is removed within forty eight (48) hours following the election. Only one (1) sign per candidate shall be permitted. Security signs are permitted provided that such sign does not exceed one (1) square foot and is placed within two feet (2') of the Living Unit. Signs advertising a product or service, including, but not limited to, pool construction, pressure washing, water softener installation, and various home improvements, shall not be permitted. The foregoing restriction shall not apply to the Developer or any designee of the Developer during the period of time that the Developer or its designees are constructing improvements or marketing within Julington Creek Plantation. The Association or its agents shall have the right to review, approve and remove all signs violating the foregoing conditions and restrictions or signs deemed in bad taste or placed in such a way so as to not comply with neighborhood standards. Signs shall not be permitted in the common areas.

b. **Flags.** Flagpoles shall not exceed sixteen feet (16') in height or four inches (4") in diameter. All flags that are displayed to the public must be consistent with neighborhood standards. No more than three (3) flags on a Lot shall be displayed at any one time.

19. **Driveways.** Prior to the Construction of any driveway, information must be submitted to the St. Johns County engineer on the proposed elevation of the driveway from the right of way line to the edge of the pavement. The driveway shall be constructed of concrete or other nonpermeable material in accordance with the elevations, plans and specifications for the driveway as approved by the St. Johns County and the ACC in accordance with the provisions of paragraph 3.

20. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that no more than four (4) dogs, cats or other domestic pets (exceeding

the age of six (6) weeks) may be kept, provided that they are not kept, bred or maintained for any commercial purpose. The Owner of a pet is required to immediately remove and properly dispose of solid pet waste. If an Owner owns a pet as permitted hereunder, such Owner shall be required to erect or maintain another ACC approved method for keeping and restraining such permitted pets. Any visible pet restraining devices, including, but not limited to, pet holding posts, shall not be permitted on the front portion of any Lot for a period exceeding three (3) daylight hours. Any fence must be submitted to the ACC for approval. The Association, in its sole discretion, may approve in writing certain exceptions to the provisions of this paragraph.

**21. Refuse Disposal.**

a. **Daily Refuse.** Trash, garbage or other waste must be kept in sanitary containers be disposed of in accordance with the applicable rules of the collection procedures of St. Johns County. Refuse and recycling containers shall be screened from view and conform to the restrictions of this Declaration when not placed at the curb. Refuse or recycling containers shall not be permitted to be placed at a curb more than twenty four (24) hours prior to collection and shall be removed from curbside within a reasonable amount of time following collection.

b. **Landscape or Construction Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish; provided, however, exceptions may be permitted by the Board of Directors for storm clean up or major landscaping renovations. During the construction of a Living Unit or other improvement, each Owner will be required to maintain his Lot in clean condition, providing for trash and rubbish receptacles and disposal. Construction debris will not be permitted to remain on any Lot

**22. Window Air Conditioning Units.** No window or wall air conditioning units will be permitted. All exterior air conditioning units shall be screened from public view by an ACC approved fence, wall or landscaping or shrubbery.

**23. Garages.** All Living Units shall be constructed with a garage which will house at least two (2) but no more than three (3) vehicles. All garage doors shall be kept fully closed as much as is reasonably possible and shall not be kept open, either fully or partially, for access by pets. Garage doors open for an extended amount of time shall be not left unattended. Garage screens shall not be permitted.

**24. Clothes Drying Area.** No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, unless fully screened from view.

**25. Painting of Exposed Areas of Roof.** All exposed roof vents, valleys, flashings and pipes extending through the roof shall be painted the same color as the roof.

**26. Games and Play Structures.** All tennis courts and other play structures (except basketball boards) shall be located at the rear of the Living Unit or on the inside portion of corner Lots within the setback lines. A play structure, tennis court, playhouse, skateboard ramp or other structures of any kind shall be constructed and/or erected upon a Lot so that its placement upon a Lot and its design minimizes the effect of the item on adjacent Lots. No platform, doghouse,

tennis court, playhouse structure or a similar kind or nature (except basketball backboards) shall be constructed any part of a Lot located in front of the rear line of the Living Unit constructed on the Lot. Any Lot Owner, prior to the installation of a tennis court, skateboard ramp, basketball courts (not including a basketball hoop) and any structure which exceeds six feet (6') in height, must first request the prior written approval of the ACC. Such request shall include a plan describing the location, dimensions, materials, and graphic illustration of the proposed structure. The ACC may require that any structure be fenced in with a six foot (6') privacy fence. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

27. **Mailboxes.** No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials shall be erected on the Lot or any Living Unit without the approval of the ACC as to style and location. If required by the U.S. Postal Service, mail delivery may be made to a centralized mailbox location. If and when the U.S. Postal Service or the newspapers involved indicate a willingness to make delivery to wall receptacles attached to the Living Unit, each Owner, at the request of the ACC, shall replace the mailbox or receptacle previously employed for such purposes with wall receptacles attached to the Living Unit.

28. **Window Coverings.** No visibly reflective window coverings or treatments shall be permitted on any Living Unit. Window tinting is permitted so long as it is not visibly reflective from the exterior of the Living Unit. Sunshade screening on windows shall not be permitted. The ACC, at its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards in the area where the Lot is located.

29. **Fences and Walls.**

a. **Approved Fences and Walls.** Without limiting the provisions of any other term hereof, the composition, location and height of any fence or well to be constructed on any Lot shall be subject to the approval of the ACC. The ACC shall require the composition of any fence or wall to be consistent with the material used in the surrounding Living Units or other fences, if any. If an Owner owns a pet as permitted hereunder, such Owner shall be required to either erect or maintain a fence in the yard or construct and maintain another ACC approved method for keeping and restraining such permitted pets.

b. **Fence or Wall Plan.** Any fence, wall, hedge or other similar structure must be included in a plan submitted to the ACC with respect to location, height and type of material and must be approved by the ACC. Such plan shall include, but not be limited to, a copy of the Lot survey that details placement of the fence or wall, a brief description of the fence material and color, the height of the fence, and a description of any possible adverse effects on neighboring Lots which may not be apparent on the survey. Fence and wall materials shall be limited to wood (shadowbox or board-on-board), vinyl, aluminum and other materials specifically approved of by the ACC. Any fence or wall adjacent to a pond or lake must be open picket and of spindle design so as not to obstruct the view of said pond or lake. Chain link fences shall not be permitted.



c. **Placement and Height Limitations.** Fences shall be constructed so that structural side and support posts face the Lot. Fencing and walls shall not extend beyond the midpoint of the side walls of the Living Unit except in such instances approved by the ACC for reasons including, but not limited to, shielding an air conditioning unit from view. Fence and wall height shall not exceed six feet (6') except that fences and walls upon Lots that are parallel to a pond and the first fifteen feet (15') of a fence or wall perpendicular to a pond shall not exceed four feet (4'). In addition, fences and walls on pond or lake Lots shall not extend beyond the top of the embankment. Fences and walls are prohibited on Lots adjacent to the golf course property.

d. **Maintenance.** Each Lot Owner shall maintain in good repair any fence or wall upon his or her Lot, including, but not limited to, regularly washing, painting, staining and performing carpentry work upon said fence or wall. With respect to any fencing within Willow Pond, Phase II which is adjacent to Dewberry Drive, the Owners of Lots adjacent to Dewberry Drive within Willow Pond, Phase II shall be responsible for the maintenance of any wooden component of such fencing and the Association shall maintain any brick component or any decorative fence post caps thereof. Provided, however, that if an Owner fails to maintain the wooden portion of the fence, the Association may, after giving ten (10) days written notice and the Owner's failure to cure, enter onto the Lot and perform such maintenance, the cost of which shall be reimbursed to the Association by way of a Special Assessment against the Owner and his Lot.

### 30. **Landscaping and Living Unit Maintenance.**

a. **Landscape and Living Unit Maintenance.** All Owners, or their designees, shall regularly perform maintenance procedures upon their Lot, including, but not limited to, mowing, edging, trimming, pruning, fertilizing, and applying herbicides, insecticides, and fungicides, in order to promote a neat and healthy appearance of all landscaping located on the Lots. No weeds or underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot and no refuse pile or unsightly object shall be allowed to be placed or suffered or remain anywhere on such Lots. Grass shall not be permitted to grow to a height four inches (4') above the horizontal plane of the ground immediately below the shaft. The Owner shall maintain the exterior of his Living Unit, building and improvements on his Lot in good and workmanlike manner and shall present a neat and clean appearance upon the Lot so that his Lot and Living Unit comply with all guidelines established by the ACC. In the event that any Owner fails or refuses to keep his Living Unit or Lot free of weeds, overgrown grass, underbrush, refuse piles, debris or other unsightly growths or objects or to keep the Living Unit, building or improvements on his Lot, in a good and workmanlike manner or in a neat and clean appearance, the ACC or the Board of Directors of the Association may issue two (2) notices to cure the condition, and after the issuance of notices enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry shall not be deemed a trespass. An administrative fee and all costs relating to the maintenance performed shall be assessed against the Lot Owner.

b. **Artificial Landscaping and Decor.** No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained upon the exterior

portion of any Lot unless approved in writing by the ACC; provided, however, the placement of any trellises, statues, fountains, and similar structures less than three feet (3') in height need not have the prior written approval of the ACC.

c. **Modification of Existing Landscaping.** Landscaping activity that would significantly modify the original landscape footprint must be approved by the ACC. Plans for such modification shall include, but not be limited to, all landscape, garden structures and other architectural features as well as a description of the current landscape footprint, driveway, sidewalk, path, patio, and irrigation coverage.

31. **Lighting.** The placement of lighting on a Lot shall be permitted, provided that such lighting shall be low-key accenting entrances, driveways, patios, walkways, trees and other landscaping or architectural features. Exterior lighting shall not be placed in such a manner so as to be directed at adjacent Lots.

32. **Pools and Related Structures and Equipment.** The construction of an in-ground swimming pool or spa upon any Lot shall be subject to the prior review and written approval of the ACC. All pools shall be constructed in the rear of the Lot within the applicable setback requirements and shall be completely enclosed by a fence, screen enclosure, or similar structure. All pool equipment, including, but not limited to, filtering equipment, shall be screened from view by fences, walls, shrubbery, or other similar structure to minimize noise and maintain the visual appearance of the community. Above-ground pools shall not be permitted in the community; provided, however, small wading pools that may be filled and drained on a daily basis shall be permitted.

33. **Screening of Exterior Equipment.** All fuel tanks, water softening equipment, pool equipment, air conditioning units, irrigation pumps, generators, hose and hose racks and other exterior equipment shall be screened from public view by appropriate landscaping or ACC approved fences or walls. The composition, color, dimensions and location of any screen enclosure shall be subject to the prior review and written approval of the ACC. Such screen enclosures shall be consistent with the materials and overall design of the neighborhood in which it is located.

34. **Solicitation Activities.** No solicitation activities shall be permitted in Willow Pond, Phase II without the prior written approval of the Association.

35. **Satellite Dishes.** Satellite dishes are permitted, provided that such satellite dish and/or antenna does not exceed one (1) meter in width, is placed at the rear or rear corner of the Living Unit and is mounted in the least conspicuous manner as is reasonably possible. Related wiring and equipment shall be painted to blend with the immediate vicinity.

36. **Garage Sales.** Sales of any type shall not be permitted in any of the common areas. Garage or yard sales, or similar sales, shall be permitted on a Lot no more than one (1) time per calendar quarter. The Association may provide exceptions to this paragraph.

37. **Term.** These covenants and restrictions run with the land and shall be binding upon all parties and all persons claiming under them until thirty (30) years from the date of recording has elapsed, at which time the covenants and restrictions shall be automatically extended for successive periods of ten (10) years; provided, however, that notwithstanding the foregoing date references in this paragraph said covenants and conditions may be altered, amended or rescinded in whole or in part at any time by the Developer, without the consent of any Owner or Mortgagee so long as the Developer owns any land within Julington Creek Plantation and thereafter by a majority of the Voting Members subject to this Amended and Restated Supplemental Declaration, provided that such amendments are in substantial conformance with the terms hereof or are required by a governmental entity granting permits for the development hereof or by holders of mortgages encumbering Lots located in Willow Pond, Phase II.

38. **Violation or Breach.** In the event of a violation or breach of these restrictions by any persons or concerns claiming by, through or under the Developer, its successors or assigns, the Developer, the then Owners of record or the Association or any of them jointly or severally shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing, the Developer, its successor or assigns, shall have the right wherever there shall have been built on any Lot any structure which is in violation of these covenants to enter upon the Lot where such violation exists and summarily abate or remove the same at the expense of the Owner and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation or restriction or condition contained in this Amended and Restated Supplemental Declaration, however long continuing shall not be deemed a waiver of the right to do so thereafter as the same breach or breach occurs prior to or subsequent thereto and shall not bar or effect its enforcement.

39. **Existing Conditions.** Conditions existing at the time of recording of this Amended and Restated Supplemental Declaration that are found to violate any provision of this Amended and Restated Supplemental Declaration shall be excused from the provisions of this Amended and Restated Supplemental Declaration; provided, however, such excusal shall terminate upon the occurrence of substantial replacement and/or refurbishment of the item or condition constituting the violation, or upon the subsequent conveyance of a Lot by an Owner. Notwithstanding the foregoing, it is the responsibility and obligation of each Lot Owner or their agents or tenants and residents to ensure reasonable compliance with the covenants and restrictions contained in this Amended and Restated Supplemental Declaration as said restrictions and covenants are promulgated for the benefit of all Lot Owners and residents of Willow Pond, Phase II. The Association may require that Lot Owners, their agents or tenants, or residents submit documentary proof that a condition or item upon their Lot is held safe from the provisions of this Amended and Restated Supplemental Declaration, which proof may include, but not be limited to, sales receipts, work orders or affidavits.

40. **Severability.** Invalidation of any portion of these covenants shall in no way effect any of the other provisions contained herein which shall remain in full force and effect.

41. **Attorney's Fees.** In the event of any action taken to enforce the terms and conditions of the Amended Declaration or this Amended and Restated Supplemental Declaration, the prevailing party shall be entitled to collect its attorney's fees prior to or at trial or on appeal in bankruptcy or in post judgment collection.

*[the remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered in the presence of:

**D.R. HORTON, INC. - JACKSONVILLE**  
a Delaware corporation

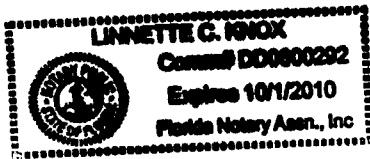
[Signature]  
Print Name: **MARK C. DEARING**

By: [Signature]  
Print Name: Philip A. Fremento  
Title: Vice President

[Signature]  
Print Name: Linnette C. Knox

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument, was acknowledged before me this 2 day of February, 2007, by Philip A. Fremento VP of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Print Name: Linnette C. Knox  
Notary Public, State of Florida  
My Commission Expires: 10/1/2010  
Commission Number: DD0600292

**EXHIBIT "1" TO AMENDED AND RESTATED SUPPLEMENTAL DECLARATION****WILLOW POND**  
**PHASE II****LEGAL DESCRIPTION**

EXHIBIT A

O.R. 1065 PG 0681

**CAPTION:**

ALL OF TRACT "N" TOGETHER WITH A PART OF TRACTS "J" AND "L", JULINGTON CREEK UNIT ONE, AS RECORDED IN MAP BOOK 16, PAGES 35 THROUGH 51 INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING A PART OF SECTION 32, TOWNSHIP 4 SOUTH, RANGE 27 EAST OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT "N", SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "J", SAID POINT LYING ON THE EASTERLY RIGHT-OF-WAY LINE OF DEWBERRY DRIVE, FORMERLY LOLLY LOOP (A 60 FOOT RIGHT-OF-WAY BY PLAT); THENCE NORTH 19°27'04" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 117.99 FEET; THENCE NORTH 37°32'56" EAST LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 120.00 FEET; THENCE NORTH 55°15'01" EAST, A DISTANCE OF 94.91 FEET; THENCE SOUTH 22°59'20" WEST, A DISTANCE OF 65.54 FEET; THENCE NORTH 36°14'53" EAST, A DISTANCE OF 61.37 FEET; THENCE NORTH 78°43'10" EAST, A DISTANCE OF 38.20 FEET; THENCE SOUTH 75°19'33" EAST, A DISTANCE OF 42.78 FEET; THENCE SOUTH 63°37'10" EAST, A DISTANCE OF 149.74 FEET; THENCE NORTH 56°14'45" EAST, A DISTANCE OF 211.29 FEET; THENCE NORTH 56°51'46" EAST ALONG A LINE TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF AN EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 426.14 FEET; THENCE SOUTH 20°09'04" EAST ALONG SAID NORTHERLY PROJECTION AND ALONG AN EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 119.60 FEET; THENCE SOUTH 23°27'27" EAST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 142.65 FEET; THENCE SOUTH 04°02'02" WEST CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 147.15 FEET; THENCE SOUTH 45°01'48" WEST ALONG A SOUTHERLY LINE OF SAID TRACT "N", A DISTANCE OF 444.29 FEET; THENCE SOUTH 49°39'22" EAST ALONG AN EASTERLY LINE OF SAID TRACT "N", A DISTANCE OF 249.51 FEET; THENCE SOUTH 51°40'58" WEST, A DISTANCE OF 301.11 FEET; THENCE SOUTH 66°46'32" WEST, A DISTANCE OF 182.30 FEET; THENCE SOUTH 57°21'52" WEST, A DISTANCE OF 120.77 FEET; THENCE SOUTH 42°00'05" WEST, A DISTANCE OF 94.66 FEET; THENCE SOUTH 37°41'53" WEST, A DISTANCE OF 102.05 FEET; THENCE SOUTH 50°38'13" WEST, A DISTANCE OF 119.00 FEET; THENCE SOUTH 62°38'29" WEST, A DISTANCE OF 62.38 FEET; THENCE SOUTH 43°32'28" WEST, A DISTANCE OF 136.37 FEET; THENCE SOUTH 17°54'11" WEST, A DISTANCE OF 71.20 FEET; THENCE SOUTH 42°40'15" WEST, A DISTANCE OF 95.79 FEET; THENCE SOUTH 20°30'24" WEST ALONG A LINE TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, A DISTANCE OF 155.71 FEET; THENCE NORTH 26°20'15" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 58.38 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE EASTERLY HAVING A RADIUS OF 456.06 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, AN ARC DISTANCE OF 433.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 00°52'52" EAST AND A CHORD DISTANCE OF 417.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28°05'59" EAST, CONTINUING ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, A DISTANCE OF 366.62 FEET TO THE POINT OF CURVE OF A CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 601.41 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEWBERRY DRIVE, AN ARC DISTANCE OF 499.12 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 04°19'27" EAST AND A CHORD DISTANCE OF 484.92 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 19°27'04" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.49 ACRES MORE OR LESS.

Prepared by, record and return to:  
Terroll J. Anderson, Esquire  
800-C Third Street  
Neptune Beach, FL 32266  
Telephone: (904) 249-0154

**NOTICE PRESERVING COVENANTS  
AND RESTRICTIONS UNDER MARKETABLE TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned WILLOW POND LANE ASSOCIATION, INC., files this Notice and in support thereof states:

1. The name and address of the homeowners association filing this notice is WILLOW POND LANE ASSOCIATION, INC., (a Florida not-for-profit corporation), C/O Sentry Management, Inc., 1106 Highway A1A North, Suite 201-A, Ponte Vedra Beach, FL 32082.
2. The Association has sent a Statement of Marketable Title Action, in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto and incorporates by reference herein Exhibit A, which is an affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors of the Association caused the Statement of Marketable Title Action to be mailed or hand delivered to the members of the Association.
3. A full and complete description of all land affected by this Notice is attached hereto as Exhibit B and is incorporated herein by reference.
4. The Association's claim is based upon the Declaration of Covenants and Restrictions for Willow Pond Lane, recorded in Official Records Book 653 Page 756, et seq., as amended from time to time; First Amendment to the Declaration of Covenants and Restrictions for Willow Pond Lane recorded in Official Records Book 659 Page 275 et seq; and Second Amendment to Declaration of Covenants and Restrictions for Willow Pond Lane recorded in Official Records Book 778 Page 1300 et seq, and Third Amendment to Declaration of Covenants and Restrictions for Willow Pond

Lane recorded in Official Records Book 1263 Page 1575 et seq; in the Public Records of St. Johns County, Florida, which is incorporated herein by reference.

Dated this 12<sup>th</sup> day of May, 2014.

Signed and sealed in our presence:

Willow Pond Lane Association, Inc.

MARIA King Sley  
Witness Signature

By: Allen Raines  
Allen Raines  
President Willow Pond Lane  
Association, Inc.

MARIA KING SLEY  
Witness Printed Name

[Signature]  
Witness Signature

Michael MacCallister  
Witness Printed Name

STATE OF FLORIDA  
COUNTY OF St Johns

BEFORE ME, the undersigned authority, personally ~~appeared~~ Allen Raines as the President of Willow Pond Lane Association, Inc., who is personally known to me, or who produced personally know as identification.

WITNESS my hand and seal this 12<sup>th</sup> day of May, 2014.

Lisa E. Freeman  
Notary Public, State of Florida  
My Commission Expires:

LISA E. FREEMAN  
Notary Public, State of Florida  
My Comm. Expires Apr. 5, 2015  
Commission No. EE 77052



**EXHIBIT A**

**AFFIDAVIT AFFIRMING MAILING OR DELIVERY OF  
STATEMENT OF MARKETABLE TITLE ACTION**

STATE OF FLORIDA  
COUNTY OF ST JOHNS

**BEFORE ME**, the undersigned authority, personally appeared Allen Raines, as the President of Willow Pond Lane Association, Inc., who is personally known to me, or who produced \_\_\_\_\_ as identification, and who being first duly sworn, deposes and says:

1. That I make this affidavit as President of Willow Pond Lane Association, Inc.
2. That I caused the following Statement of Marketable Title Action to be mailed or hand delivered to each member of Willow Pond Lane Association, Inc., on or about March 21, 2014, along with the Notice of Special Directors Meeting of the Board of Directors for the purpose of Preservation of the Declaration pursuant to the Marketable Title Act:

**STATEMENT OF MARKETABLE TITLE ACTION**

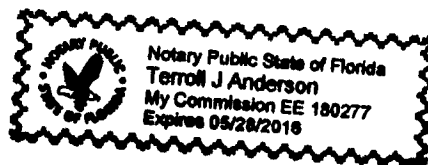
Willow Pond Lane Association, Inc. (the Association) has taken action to ensure that the Declaration of Covenants and Restrictions for Willow Pond Lane, recorded in Official Records Book 653, Page 756, et seq. of the public Records of St. Johns County, Florida, as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public Records of St. Johns County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the

Association's governing documents regarding official records of the Association.

BY: Allen Raines  
Allen Raines  
President Willow Pond Lane  
Association, Inc.

Sworn to and subscribed before me this 7 day of April, 2014.

Terrill J. Anderson  
Notary Public, State of Florida  
My Commission Expires:



**EXHIBIT B****TRACT 'A'**

A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows: COMMENCE at the intersection of the Northernly right-of-way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One as recorded in Map Book 12, Pages 3 through 19 of the Public Records of said County, with the Easterly right-of-way line of Ponce De Leon Boulevard (State Road A1A, a 200 foot right-of-way as now established); thence North  $07^{\circ}09'30''$  West, 410.00 feet along said Easterly right-of-way line of Ponce De Leon Boulevard to the POINT OF BEGINNING; thence continue North  $07^{\circ}09'30''$  West, along said Easterly right-of-way line, 1080.00 feet; thence North  $82^{\circ}50'10''$  East, 33.00 feet; thence South  $33^{\circ}45'18''$  East, 208.48 feet; ;  
 thence South  $16^{\circ}08'06''$  East, 518.24 feet; thence South  $32^{\circ}20'34''$  East, 264.85 feet; thence South  $28^{\circ}38'03''$  East, 260.77 feet; thence South  $39^{\circ}12'20''$  West, 133.82 feet; thence North  $30^{\circ}59'13''$  West, 80.00 feet; thence South  $59^{\circ}20'47''$  West, 85.00 feet; thence North  $30^{\circ}50'02''$  West, 50.00 feet; thence South  $88^{\circ}29'08''$  West, 245.14 feet to the POINT OF BEGINNING.

Containing 7.78 acres more or less.

**TRACT 'E'**

A portion of Section 3, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows: COMMENCE at the intersection of the Northernly right-of-way line of Sawgrass Drive West (Parcel "A") as shown on the plat of Sawgrass Unit One as recorded in Map Book 12, Pages 3 through 19 of the Public Records of said County with the Easterly right-of-way line of Ponce De Leon Boulevard (State Road A1A, a 200 foot right-of-way as now established); thence North  $07^{\circ}09'30''$  West, along said Easterly right-of-way line of Ponce De Leon Boulevard, 410.00 feet, thence North  $86^{\circ}29'05''$  East, 245.14 feet; thence South  $30^{\circ}50'02''$  East, 50.00 feet; thence North  $59^{\circ}20'47''$  East, 85.00 feet; thence South  $30^{\circ}59'13''$  East, 80.00 feet; thence North  $39^{\circ}12'20''$  East, 133.82 feet; thence North  $25^{\circ}35'05''$  West, 1.00 feet to the POINT OF BEGINNING; thence continue North  $28^{\circ}38'03''$  West, 59.40 feet; thence South  $81^{\circ}47'43''$  East, 222.38 feet to the point of curvature of a curve to the left, said curve being concave Northwesterly and having a radius of 25.00 feet, an arc distance of 33.83 feet, said curve being subtended by a chord bearing and distance of North  $58^{\circ}31'28''$  East, 44.02 feet to the Westerly right-of-way line of Preston Trail as shown on said plat of Sawgrass Unit One, said Westerly right-of-way line is lying in a curve leading Southeasterly; thence along said westerly right-of-way line and the arc of said curve being concave Easterly and having a radius of 425.00 feet, an arc distance of 7.29 feet, said arc being subtended by a chord bearing and distance of South  $03^{\circ}38'53''$  East, 7.29 feet to the point of tangency of said curve; thence South  $06^{\circ}00'21''$  East, 88.18 feet to the point of curvature of a curve to the right; thence along and around the arc of said curve being concave Westerly and having a radius of 323.00 feet, an arc distance of 3.84 feet, said arc being subtended by a chord bearing and distance of South  $05^{\circ}48'03''$  East, 3.84 feet to the point of curvature of a curve leading Northwesterly; thence along and around the arc of said curve being concave Southwesterly and having a radius of 25.00 feet, an arc distance of 32.17 feet; said arc being subtended by a chord bearing and distance of North  $42^{\circ}19'29''$  West, 29.89 feet to the point of reverse curvature of a curve to the right; thence along and around the arc of said curve being concave Northwesterly and having a radius of 146.53 feet, an arc distance of 44.47 feet, said arc being subtended by a chord bearing and distance of North  $70^{\circ}29'23''$  West, 44.30 feet to the point of tangency of said curve; thence North  $11^{\circ}47'49''$  West, 170.42 feet to the POINT OF BEGINNING.

Containing 0.24 acres more or less.