

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
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401 East Jackson Street, Suite 2200
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST SUPPLEMENTAL DECLARATION
TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WINDWARD RANCH**

THIS FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINDWARD RANCH (this "**First Supplement**") is made on this 16 day of March, 2016, by LENNAR HOMES, LLC, a Florida limited liability company (the "**Developer**"), joined by WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch was recorded in O.R. Book 4038, Page 591 (the "**Original Declaration**"), as amended by the Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch, recorded in Official Records Book 4082, Page 1753 (the "**Amendment**"), all of the Public Records of St. Johns County, Florida. This First Supplement together with the Original Declaration and the Amendment shall be referred to as the "**Declaration**."

B. The Declaration provides in Section 2.2 the Developer may annex additional land by recording a Supplemental Declaration.

C. Developer wishes, in accordance with Section 2.2 of the Declaration, to file of record this First Supplement for the purpose of annexing additional land to the Property.

NOW THEREFORE, the Developer hereby amends and supplements the Declaration as set forth herein.

1. **Recitals and Defined Terms.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Supplement. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. **Conflicts.** In the event there is a conflict between this First Supplement and the Declaration, this First Supplement shall control. Whenever possible, this First Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Annexation. The Declaration is hereby amended by the addition of the real property legally described in **Schedule A**, attached hereto and incorporated herein by this reference (the "**Additional Property**"). The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. Common Property. The Common Property identified on Exhibit D attached to the Declaration is hereby amended, and Exhibit D of the Declaration is hereby amended and replaced with the revised Exhibit D attached to this First Supplement as **Schedule B** and incorporated herein by this reference.

5. Ratification. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

6. Covenant. This First Supplement shall be a covenant running with the land and shall be effective immediately upon its recording in St. Johns County, Florida.

[Signatures on the Following Page]

JOINDER

WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINDWARD RANCH (the "**First Supplement**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the First Supplement and does not affect the validity of the First Supplement as the Association has no right to approve the First Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16 day of March, 2016.

WITNESSES:

Carol Warner
Print Name: Carol Warner

Cynthia Arnold
Print Name: Cynthia Arnold

WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

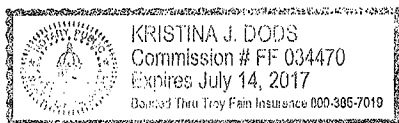
By: [Signature]
Name: Danielle Foreman
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~ DWM

The foregoing instrument was acknowledged before me this 16 day of March, 2016, by Danielle Foreman, as President of WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me ~~or who has produced~~ as identification.

My commission expires:



Kristina J. Dods
NOTARY PUBLIC, State of Florida at Large
Print Name: KRISTINA DODS

Schedule A

Legal Description

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN at the westerly point of that demarcation line separating the Public/Private right-of-way of Windward Ranch Boulevard, according to the plat of Windward Ranch Phase One, as recorded in Map Book 75, pages 43 through 56 of the Public Records of St. Johns County, Florida, said point also being on the westerly boundary of said plat; thence along said westerly boundary, the following seven (7) courses; (1) thence S18°37'16"W, for 33.00 feet to the point of curvature of a curve concave to the Southeast; (2) thence southwesterly along the arc of said curve, having a radius of 76.00 feet, a central angle of 34°30'34", an arc length of 45.78 feet and a chord bearing S01°21'59"W, for 45.09 feet to the point of reverse curvature of a curve concave to the Northwest; (3) thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 133°10'06", an arc length of 58.11 feet and a chord bearing S50°41'45"W, for 45.88 feet; (4) thence S27°16'48"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Northeast; (5) thence southeasterly along the arc of said curve, having a radius of 405.00 feet, a central angle of 04°15'49", an arc length of 30.14 feet and a chord bearing S64°51'06"E, for 30.13 feet to the point of reverse curvature of a curve concave to the Southwest; (6) thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 85°36'16", an arc length of 37.35 feet and a chord bearing S24°10'52"E, for 33.97 feet to the point of tangency; (7) thence S18°37'16"W, for 74.25 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 710.00 feet, a central angle of 41°13'07", an arc length of 510.77 feet and a chord bearing S39°13'49"W, for 499.83 feet to the point of tangency; thence S59°50'23"W, for 34.24 feet; thence N23°56'19"W, for 135.26 feet; thence N13°42'49"W, for 70.11 feet; thence N22°23'34"W, for 59.16 feet; thence N51°26'27"W, for 11.04 feet; thence S60°18'45"W, for 54.53 feet; thence S62°49'40"W, for 67.49 feet; thence S65°20'36"W, for 67.49 feet; thence S67°51'32"W, for 67.49 feet; thence S70°22'27"W, for 112.53 feet; thence N66°44'10"W, for 16.69 feet; thence S29°58'50"W, for 121.48 feet to the point of intersection with a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 275.00 feet, a central angle of 03°48'21", an arc length of 18.27 feet and a chord bearing S66°10'55"E, for 18.26 feet; thence S21°54'55"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 325.00 feet, a central angle of 00°21'36", an arc length of 2.04 feet and a chord bearing N67°54'17"W, for 2.04 feet to the point of reverse curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 75°32'30", an arc length of 32.96 feet and a chord bearing S74°30'16"W, for 30.63 feet to the point of reverse curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 07°30'21", an arc length of 29.47 feet and a chord bearing S40°29'11"W, for 29.45 feet; thence S32°10'47"E, for 127.87 feet; thence S57°49'13"W, for 222.50 feet; thence S74°40'00"W, for 128.70 feet; thence N69°24'09"W, for 69.96 feet; thence N80°51'02"W, for 300.48 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 51°09'15", an arc length of 22.32 feet and a chord bearing N55°16'25"W, for 21.59 feet to the point of reverse curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 207.00 feet, a central angle of 46°35'14", an arc length of 168.31 feet and a chord bearing N52°59'24"W, for 163.71 feet to the point of reverse curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 56°18'24", an arc length of 24.57 feet and a chord bearing N48°07'49"W, for 23.59 feet; thence N48°56'37"W, for 147.71 feet; thence N51°19'14"E, for 311.36 feet; thence S87°54'36"E, for 375.81 feet; thence N24°50'45"W, for 63.00 feet; thence N26°43'30"W, for 61.66 feet; thence N43°25'55"W, for 60.70 feet; thence N50°02'26"W, for 59.92 feet; thence N34°07'50"E, for 125.00 feet to the point of radial intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 420.00 feet, a central angle of 07°42'58", an arc length of 56.56 feet and a chord bearing N59°43'39"W, for 56.52 feet; thence N26°24'52"E, radial to last said

curve, for 50.00 feet to the point of radial intersection with a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $76^{\circ}42'57''$, an arc length of 33.47 feet and a chord bearing $N78^{\circ}03'24''E$, for 31.03 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 140.00 feet, a central angle of $17^{\circ}46'50''$, an arc length of 43.45 feet and a chord bearing $N48^{\circ}35'20''E$, for 43.27 feet; thence $N32^{\circ}31'14''W$, radial to last said curve, for 125.00 feet; thence $N55^{\circ}18'45''E$, for 728.88 feet; thence $N18^{\circ}51'40''E$, for 175.00 feet to the point of radial intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 590.00 feet, a central angle of $05^{\circ}35'34''$, an arc length of 57.59 feet and a chord bearing $N73^{\circ}56'07''W$, for 57.57 feet; thence $N13^{\circ}16'06''E$, radial to last said curve, for 130.00 feet; thence $N19^{\circ}58'40''W$, for 36.85 feet; thence $N01^{\circ}09'59''W$, for 333.52 feet to the point of intersection with a line 200 feet South of and parallel to the North line of the South 1/2 of said Section 36; thence $N88^{\circ}50'01''E$, along said parallel line, for 725.72 feet to the point of intersection with the southwesterly right-of-way line of State Road No. 16 (a 200 foot right-of-way, as it is now established); thence $S36^{\circ}41'03''E$, along said southwesterly right-of-way line, for 96.55 feet; thence $S48^{\circ}53'49''W$, leaving said southwesterly right-of-way line, for 54.38 feet; thence $S21^{\circ}16'16''W$, for 41.73 feet; thence $S69^{\circ}53'01''W$, for 76.69 feet; thence $S35^{\circ}14'58''W$, for 45.13 feet; thence $N67^{\circ}33'37''W$, for 67.74 feet; thence $S88^{\circ}11'49''W$, for 54.43 feet; thence $N49^{\circ}30'55''W$, for 53.65 feet; thence $N79^{\circ}09'41''W$, for 42.90 feet; thence $S69^{\circ}55'09''W$, for 14.94 feet to the point of intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 70.00 feet, a central angle of $21^{\circ}14'12''$, an arc length of 25.95 feet and a chord bearing $S09^{\circ}27'45''E$, for 25.80 feet to the point of tangency; thence $S01^{\circ}09'21''W$, for 43.79 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 220.00 feet, a central angle of $57^{\circ}05'27''$, an arc length of 219.21 feet and a chord bearing $S27^{\circ}23'22''E$, for 210.26 feet to the point of reverse curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 280.00 feet, a central angle of $26^{\circ}43'33''$, an arc length of 130.61 feet and a chord bearing $S42^{\circ}34'19''E$, for 129.43 feet to the point of tangency; thence $S29^{\circ}12'33''E$, for 73.13 feet; thence $S42^{\circ}22'03''E$, for 287.54 feet; thence $N47^{\circ}37'57''E$, for 30.00 feet; thence $S42^{\circ}22'03''E$, for 50.00 feet to the point of intersection with a curve concave to the Southeast, said point also being a point on aforesaid westerly boundary of Windward Ranch Phase One; thence along said westerly boundary, the following four (4) courses; (1) thence southwesterly along the arc of said curve, having a radius of 740.00 feet, a central angle of $16^{\circ}01'35''$, an arc length of 206.99 feet and a chord bearing $S26^{\circ}38'04''W$, for 206.31 feet to the point of tangency; (2) thence $S18^{\circ}37'16''W$, for 10.15 feet to the point of curvature of a curve concave to the Northwest; (3) thence southwesterly along the arc of said curve, having a radius of 75.00 feet, a central angle of $34^{\circ}04'10''$, an arc length of 44.60 feet and a chord bearing $S35^{\circ}39'21''W$, for 43.94 feet to the point of reverse curvature of a curve concave to the Southeast; (4) thence southwesterly along the arc of said curve, having a radius of 126.00 feet, a central angle of $34^{\circ}04'10''$, an arc length of 74.92 feet and a chord bearing $S35^{\circ}39'21''W$, for 73.82 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 42.39 acres, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

Schedule B

Exhibit D

COMMON PROPERTY

Tracts A, B and C, WINDWARD RANCH PHASE ONE, according to the plat thereof as recorded in Plat Book 75, pages 43 through 56, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

TOGETHER WITH:

Tract A, Tract B and Tract C (SWMF / UDE); Tract D, Tract E, Tract F and Tract G (Open Space); Tract H and Tract I (Buffer); Tract J, Tract K, Tract L and Tract M (Conservation) WINDWARD RANCH PHASE TWO, according to the plat thereof as recorded in Plat Book 78, pages 10 through 21, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

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Prepared by and return to:

Barbara Cocciolo, Esq.
Holland & Knight LLP
50 N. Laura Street, Suite 3900
Jacksonville, Florida 32202

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR WINDWARD RANCH**

THIS AMENDMENT is made this 4th day of September, 2015, by **LENNAR HOMES, LLC**, a Florida limited liability company, hereinafter referred to as "Developer," who recites and provides:

RECITALS:

A. Developer has previously subjected certain land located in ~~Duval~~ ^{St Johns} County, Florida, to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch dated and recorded on June 5, 2015 in Official Records Book 4038, page 591, of the public records of St. Johns County, Florida, as amended from time to time (the "Declaration").

B. The Developer currently retains control of the Windward Ranch Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association").

C. The Developer currently holds title to certain Lots subject to the Declaration.

D. Pursuant to Section 14.6. of the Declaration, so long as Developer holds title to any Lot, the Developer has the absolute and unconditional right to amend the Declaration without the consent or joinder of any party in any manner as the Developer may deem necessary or convenient provided such amendment does not alter the Stormwater Management System.

E. The Developer desires to amend the Declaration to provide for the construction of certain sidewalks for the Property subject to the Declaration.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. A new Section 5.16 Sidewalks is hereby added to the Declaration as follows:

5.16 Sidewalks.

The Owner of a Lot building a Residence on such Lot shall be responsible for constructing a sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by the County (the "Plans"). Such sidewalk shall be completed in accordance with the Plans prior to the issuance of a certificate of occupancy for a Residence.

2. Except as amended herein, the terms of the Declaration remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF the undersigned has caused this Declaration to be executed in its name, the day and year first above written.

EXECUTED as of the date first above written.

LENNAR HOMES, LLC,
a Florida limited liability company

By: [Signature]
Name: Scott Keiling
Its: Via Airtel

STATE OF FLORIDA
COUNTY OF ~~ST. JOHNS~~
DUVAL

The foregoing instrument was acknowledged before me on September 4th, 2015, by Scott Keiling, as VICE PRESIDENT of Lennar Homes, LLC, a Florida limited liability company, on behalf of the limited liability company. She is ✓ personally known to me or produced as identification.

{Notary Seal must be affixed}



[Signature]
(Signature of Notary)
KRISTINA DODS
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: 7/14/17
Commission No.: FF034470

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS
FOR
WINDWARD RANCH**

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TABLE OF CONTENTS

<u>Title</u>	<u>Page No.</u>
Article 1 DEFINITIONS AND INTERPRETATION	1
1.1 Definitions.....	1
1.2 Interpretation.....	4
Article 2 PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS.....	4
2.1 Legal Description.....	4
2.2 Supplements.....	4
2.3 Withdrawal.....	5
2.4 Corporate or Multiple Ownership of A Lot.	5
2.5 Lands Owned by Others.....	5
Article 3 MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.....	6
3.1 Membership.	6
3.2 Voting Classes.	6
3.3 Powers of the Association.....	6
3.4 General Matters.....	6
Article 4 COMMON PROPERTY; EASEMENTS	6
4.1 Members' Easements.	6
4.2 Easements Appurtenant.	8
4.3 Maintenance.....	8
4.4 Association Fencing.....	8
4.5 Street Lights.....	8
4.6 Easements for Vehicular Traffic.....	9
4.7 Utility Easements.....	9
4.8 Public Easements.	9
4.9 Encroachment.	9
4.10 Pipes, Weirs, Ducts, Cables, Conduits, Public Utility Lines, Etc.....	9
4.11 Easements of Support.	10
4.12 Construction and Sales.....	10
4.13 Ownership.	10
4.14 Community Systems.	10
Article 5 USE RESTRICTIONS.....	11
5.1 Applicability.	11
5.2 PUD.....	11
5.3 Uses of Lots.	11
5.4 Easements.	11
5.5 Nuisances; Other Improper Use.....	12
5.6 Oil and Mining Operation.....	12
5.7 Visibility at Intersections.	12
5.8 Leasing Restrictions.....	12

#35804524_v1

5.9	Parking and Vehicular Restrictions.	13
5.10	Signs.....	14
5.11	Pets.....	14
5.12	Temporary Structures.....	15
5.13	Docks.	15
5.14	Variances.....	15
5.15	Developer Exemption.	15
Article 6	COVENANT FOR ASSESSMENTS.....	16
6.1	Creation of the Lien and Personal Obligation for Assessments.	16
6.2	Rates of Assessments.....	17
6.3	Purpose of Assessments.....	17
6.4	Special Assessments.	17
6.5	Emergency Assessments.....	17
6.6	Date of Commencement of Annual Assessments: Due Dates.	18
6.7	Duties of the Board of Directors.....	18
6.8	Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association; Application of Payments.....	18
6.9	Subordination of the Lien.	19
6.10	Collection of Assessments.....	20
6.11	Developer's Assessments.....	20
6.12	Association Funds.....	20
6.13	Working Capital Contribution.	20
Article 7	ARCHITECTURAL CONTROL; GENERAL POWERS.....	21
7.1	Purpose.....	21
7.2	Members of ARB.....	21
7.3	Meetings of the ARB.	21
7.4	Compensation of Members.....	22
7.5	Improvements Subject to Approval.	22
7.6	Procedures.....	23
7.7	Enforcement.....	24
7.8	ARB Rules and Design Guidelines.....	24
7.9	Non-Liability.....	24
7.10	Variance.	25
7.11	Exemptions.	25
7.12	General Powers of the Association and the ARB.....	25
Article 8	RULES; ENFORCEMENT.....	25
8.1	Compliance by Owners.....	25
8.2	Enforcement.....	26
8.3	Fines and Suspension of Privileges.....	26
8.4	Initial Rules and Regulations.....	27
Article 9	DAMAGE OR DESTRUCTION TO COMMON PROPERTY.....	28
9.1	Damage or Destruction.	28

Article 10 INSURANCE.....	29
10.1 Common Property.....	29
10.2 Replacement or Repair of Common Property.....	29
10.3 Waiver of Subrogation.....	29
10.4 Liability and Other Insurance.....	29
10.5 “Blanket” Insurance.....	30
Article 11 MORTGAGEE PROTECTION.....	30
11.1 Mortgagee Protection.....	30
Article 12 DISCLAIMER OF LIABILITY OF ASSOCIATION AND DEVELOPER.....	31
Article 13 STORMWATER MANAGEMENT SYSTEM.....	32
13.1 Blanket Drainage Easement.....	32
13.2 Maintenance Easement.....	33
13.3 Improvements.....	33
13.4 Liability.....	33
13.5 Wetlands, Jurisdictional Land and Swales.....	34
13.6 Rights of the SJRWMD.....	34
13.7 Indemnity.....	35
13.8 Permits.....	35
13.9 Developer’s Rights.....	35
13.10 Association Duties.....	36
13.11 Swale Maintenance.....	36
13.12 Conservation Easement.....	36
Article 14 GENERAL PROVISIONS.....	37
14.1 Duration.....	37
14.2 Notice.....	37
14.3 Interpretation.....	38
14.4 Severability.....	38
14.5 Effective Date.....	38
14.6 Amendment.....	38
14.7 Conflict.....	38
14.8 Standards for Consent.....	39
14.9 Easements.....	39
14.10 No Public Right or Dedication.....	39
14.11 Constructive Notice and Acceptance.....	39
14.12 Notices and Disclaimers as to Community Systems.....	39
14.13 Certain Reserved Rights of Developer with Respect to Community Systems.....	40
14.14 No Representations or Warranties.....	41
14.15 Covenants Running With The Land.....	41
14.16 Approval by Mortgagees.....	41
14.17 Tax Deeds and Foreclosure.....	42
14.18 Legal Fees and Costs.....	42
14.19 Law To Govern.....	42

- ii -

#35804524_v1

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made as of June 5, 2015, by **LENNAR HOMES, LLC**, a Florida limited liability company, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions.

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "ARB" shall mean and refer to the committee of the Association responsible for performing the architectural review and approval functions set forth in Article 7 of this Declaration and in the Design Guidelines.

(b) "Articles" or "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time. A copy of the initial Articles of Incorporation of the Association is attached hereto as **Exhibit "B"**.

(c) "Assessments" shall mean and refer to the various forms of payment to the Association which are required to be made by Owners, as more particularly defined in Article 6 of this Declaration.

(d) "Assessment Charges" shall mean all Assessments currently owed by each Owner, together with any late fees, interest and costs of collection, including reasonable attorneys' fees.

(e) "Association" shall mean the Windward Ranch Homeowners Association, Inc., a Florida not for profit corporation.

(f) "Board" or "Board of Directors" shall mean and refer to the duly constituted Board of Directors of the Association.

(g) "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. A copy of the initial Bylaws of the Association is attached hereto as **Exhibit "C"**.

(h) "Common Property" shall mean and refer to the property described on **Exhibit "D"** attached hereto and made a part hereof, plus all property designated as Common Property on the Plat or in any future recorded supplemental declaration or deed of conveyance, together with the landscaping and any improvements thereon.

(i) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving

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future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot.

(j) “County” shall mean and refer to St. Johns County, Florida.

(k) “Design Guidelines” shall mean and refer to the architectural design guidelines promulgated by the Developer and revised by the ARB and the Board of Directors from time to time.

(l) “Developer” shall mean and refer to Lennar Homes, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer’s rights to control the Board of Directors, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

(m) “Declaration” shall mean this instrument and all exhibits attached hereto, as same may be amended from time to time.

(n) “Improvements” shall mean any and all horizontal or vertical alterations or improvements installed or constructed on the Property.

(o) “Initial Improvements” shall mean the initial, original construction of Lots and related Improvements and the initial landscaping and perimeter fencing upon the Lots constructed or installed by Developer.

(p) “Lot” shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Developer from time to time and, after the conveyance thereof by Developer to an Owner other than the Developer, the lot legally described in the deed of such conveyance. A Lot refers to land that is to be used for single family residential purposes.

(q) “Member” shall mean and refer to all those Owners who are Members of the Association as hereinafter provided, including, without limitation, the Developer.

(r) “Member’s Permittees” shall mean and refer to the following persons and such persons’ families (provided that the Owner or other permitted occupant must reside with his/her family): (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, (v) occupants and tenants named or described in a lease or sublease, but only if approved in accordance with this Declaration and (vi) family members of the Owner, so long as the family member resides on the Lot. As used herein, “family” or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters,

- 2 -

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grandchildren and other persons permanently cohabiting on the Lot as or together with the Owner or permitted occupant. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Lot.

(s) "Mortgage" shall mean any bona fide first Mortgage encumbering a Lot as security for the repayment of a debt obligation.

(t) "Mortgagee" shall mean any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Veteran's Administration, the Federal Housing Administration, the Federal Loan Mortgage Corporation, the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot, including Developer, or its assignee.

(u) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon or within the Property.

(v) "Permits" shall mean the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the, SJRWMD and the Army Corps of Engineers.

(w) "Plat" shall mean any plat recorded in the current public records of St. Johns County, Florida that includes the Property or any portion thereof.

(x) "Property" shall mean and refer to all properties described in **Exhibit "A"** attached hereto and made a part hereof, and all additions thereto, now or hereafter made subject to this Declaration, unless such property is withdrawn from the provisions of this Declaration in accordance with the procedures set forth in this Declaration.

(y) "PUD" shall have the meaning set for in Section 5.2.

(z) "Residence" shall mean any residential dwelling constructed or to be constructed on or within any Lot, whether detached or attached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings, decks and patios, which have been approved by the ARB or Developer, as applicable.

(aa) "SJRWMD" shall mean the St. Johns River Water Management District.

(bb) "Stormwater Management System" shall mean a system which is designed, constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Property and shall include any drainage swales located within the Property.

(cc) “Supplemental Declaration” shall mean and refer to an instrument executed by the Developer (or the Association, if permitted by Section 2.5 hereof) and recorded in the public records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as Common Property or for such other purposes as are provided in this Declaration.

(dd) “Turnover Date” shall mean and refer to the date, as defined in the Bylaws, at which time Members other than the Developer are entitled to elect at least a majority of the Board of Directors.

1.2 Interpretation.

The provisions of this Declaration and the Articles, Bylaws and the rules and regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the values of the Lots and the protection of Developer’s rights, benefits and privileges herein contemplated.

Article 2 PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS

2.1 Legal Description.

The initial real property which shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of St. Augustine, St. Johns County, and is more particularly described in **Exhibit “A”** attached hereto and made a part hereof, all of which real property (and all improvements), together with additions to the Property but less any withdrawals from the Property, is herein referred to collectively as the “Property”.

2.2 Supplements.

Developer may from time to time subject other land to the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Association or any Mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to refer to all such additional property. Nothing herein, however, shall obligate Developer to add to the initial Property, to develop any such future portions under a common scheme, nor to prohibit Developer from rezoning and changing plans with respect to such future portions. A Supplemental Declaration may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified in the Supplemental Declaration; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal.

Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots and/or Common Property) then owned by the Developer or its affiliates or the Association (if the Developer controls the Association at such time) from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer.

If withdrawal of any portion of the Property includes parts of the surface water or stormwater management system authorized by a permit from the SJRWMD, then the withdrawal must have the SJRWMD's advance written approval and shall be considered an amendment to the Declaration that amends a provision relating to the surface water or stormwater management system beyond maintenance in its original condition.

2.4 Corporate or Multiple Ownership of A Lot.

If a Lot is owned by more than one (1) person, or by an entity, including, but not limited to, a corporation, partnership, limited partnership, or trust, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all the record Owners of the Lot, filed with the Secretary of the Association. Upon acquiring title to a Lot, the record Owners shall promptly file such certificate with the Secretary of the Association. The person entitled to cast a vote pursuant to such certificate shall be designated as the "Voting Representative". Such person need not be an Owner, nor one of the joint Owners. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change occurs in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for the Lot may be revoked by a record Owner. If a certificate designating the person entitled to cast the vote for a Lot for which the certificate is required is not on file, or has been revoked, the vote attributable to such Lot shall not be considered for any purpose, and the total number of authorized voters of the Association shall be reduced accordingly until such certificate is filed. If a Lot is owned by a husband and wife and in the event the husband and wife do not concur in the decision upon any subject requiring their vote and have not designated a Voting Representative, their vote shall not be considered, as provided above.

2.5 Lands Owned by Others.

Prior to Turnover, as set forth in the Bylaws, any supplemental declaration which subjects lands owned by other persons may be annexed provided that the owner of such land and the Developer consent to such annexation. Following Turnover, the Association and the owner of such land must consent to such annexation.

Article 3
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

3.1 Membership.

Every person or entity who is a record Owner of a fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association.

3.2 Voting Classes.

Initially, the Association shall have the following voting classes: a) Owners of a Lot and b) Developer. The votes allocated to a Lot and the Developer shall be held by the Owner(s) of such Lots and the Developer and may not be separated from the Lot to which the votes are allocated. Fractional voting shall not be allowed.

(a) Class A – Lot Voting. Each Lot shall be allocated one (1) vote, regardless of the number of Owners of that Lot.

(b) Class B – Developer Voting. Until Turnover, the Developer shall have the number of votes equal to the total number of collective votes assigned to the Class A members, from time to time, plus one (1) vote. After Turnover, the Developer shall have the voting rights of a Lot Owner for each Lot it owns.

3.3 Powers of the Association.

The Association shall have all the powers, rights and duties as set forth in this Declaration, the Articles of Incorporation and the Bylaws.

3.4 General Matters.

When reference is made herein, or in the Articles, Bylaws and rules and regulations, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members represented at a duly constituted meeting of the Members (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Members themselves or of the total numbers of Lots.

Article 4
COMMON PROPERTY; EASEMENTS

4.1 Members' Easements.

Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment of the Common Property in common with all other Members and Member's Permittees, but in such manner as may

be regulated by the Association. Such rights of use and enjoyment are made subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Property and any facilities located on the Common Property in compliance with the provisions of this Declaration.

(b) The right of the Association to suspend the Member's (and the Member's Permittees') right to use the Common Property recreational facilities for any period during which any Assessment against his Lot remains unpaid for more than forty-five (45) days until such Assessment is made current.

(c) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities situated on the Common Property.

(d) The right of the Association to adopt at any time and enforce rules and regulations governing the use of the Common Property and all facilities situated on the Common Property, including the right to fine Members. Any rule and/or regulation adopted by the Association shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The right of Developer and the Association to permit such persons as Developer and the Association shall designate to use the Common Property.

(f) The right of Developer and the Association to have, grant and use blanket and specific easements over, under and through the Common Property.

(g) The right of the Association to grant easements and rights of way, dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, community development district or similar entity under such terms as the Association deems reasonably appropriate and to create or contract with other associations for purposes deemed appropriate by the Association.

(h) The right of the Association to mortgage the Common Property with the consent of the Members holding two thirds of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds of the total votes.

(i) The rights of the Developer to withdraw portions of the Common Property as provided in Section 2.3 above.

(j) All easements, covenants and conditions of record affecting the Property, including without limitation the Planned Unit Development (PUD) Ordinance adopted and approved by the County and the City of St. Augustine.

4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot.

4.3 Maintenance.

The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property with all such work to be done as ordered by the Board of Directors. Without limiting the generality of the foregoing, at such time as the applicable governmental authority permits the Developer to assign its responsibilities to the Association, the Association shall assume all of Developer's responsibilities to the City of St. Augustine, the County, the State of Florida and any governmental agencies with respect to the maintenance, repair and replacement of Common Property. The Association shall indemnify and hold Developer and its affiliates harmless with respect to the Association's failure to fulfill the assumed responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments (either general or special). The Association shall have the power to incur, by way of contract or otherwise, expenses general to all or portions of the Property. The expenses so incurred shall be deemed a general expense, collectible through its own Assessments. No Owner may waive or otherwise escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property. If an Owner damages the Common Property, such Owner shall be responsible for the cost of repairing such damage. Responsibility for such damage shall be determined by the Board of Directors; provided that there shall be no absolute liability imposed on Owners as a result of damage to the Common Property. Each Owner shall have an opportunity to be heard by the Board at a duly called Board meeting in order for the Board to determine whether the Owner is liable for damage to the Common Property.

4.4 Association Fencing.

The Association shall be responsible for the operation, maintenance, repair and replacement of, as often as is reasonably necessary, the perimeter fencing installed as part of the Initial Improvements, with all such work to be done as directed by the Board of Directors. All work pursuant to this Section and all expenses incurred or allocated to the Association pursuant to this Declaration shall be paid for by the Association through Assessments (either general or special). The expenses so incurred shall be deemed a general expense, collectible through Assessments. If an Owner damages the perimeter fencing, such Owner shall be responsible for the cost of repairing such damage.

4.5 Street Lights.

To the extent not maintained by Jacksonville Electric Authority ("JEA"), the Association shall be responsible for the operation, maintenance, repair or replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely or primarily). In the event of doubt as to whether any particular street lighting serves the Common Property solely or primarily, the decision of the Board of Directors in such regard shall be final and conclusive. Charges for

electricity used by street lights shall be paid by the Association as a general expense to the extent such electricity is metered to the Association (as originally established by Developer or the applicable utility company).

4.6 Easements for Vehicular Traffic.

The Developer hereby reserves and covenants for itself and all future Owners of Lots within the Property, a non-exclusive easement appurtenant for vehicular traffic over all private streets within the Common Property.

4.7 Utility Easements.

Use of the Common Property for utilities, as well as use of the other utility easements as shown on any plats of the Property, shall be in accordance with the applicable provisions of this Declaration. Developer and its affiliates and designees shall have a perpetual easement over, upon and under the Common Property and the unimproved portions of the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities; provided however that such utility easement shall not exist on, over, through or under any portion of the Property that is subject to a Conservation Easement.

4.8 Public Easements.

Fire, police, health and sanitation and other public service personnel and vehicles shall have a perpetual non-exclusive easement for ingress and egress over and across the Common Property for the performance of their respective duties.

4.9 Encroachment.

If (a) any portion of the Common Property (or improvements constructed thereon) encroaches upon any other portion of a Lot; (b) any portion of a Lot (or improvements constructed thereon) encroaches upon the Common Property; or (c) any encroachment shall hereafter occur as the result of (i) construction of any improvement; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Property (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement or portion of the Common Property, then, in any such event, a valid easement is granted and shall exist for such encroachment and for the maintenance of the same so long as the structure causing the encroachment exists.

4.10 Pipes, Weirs, Ducts, Cables, Conduits, Public Utility Lines, Etc.

The Owner of each Lot and the Common Property shall have an easement in common with all other Owners of the Property to use, maintain, repair, alter and replace all pipes, weirs, ducts, vents, cables, conduits, utility lines, and similar or related facilities located in the Lots and Common Property and serving such portion thereof. Each Lot and Common Property shall be subject to an easement in favor of all other Owners of the Property to use, maintain, repair, alter and replace the pipes, weirs, ducts, vents, cables, conduits, utility lines and other similar or related facilities located in such portion of the Lots and Common Property and serving other portions thereof.

- 9 -

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4.11 Easements of Support.

Whenever any structure included in the Common Property adjoins any structure included in any other portion of the Property, each structure shall have and be subject to an easement of support and necessity in favor of the other structure.

4.12 Construction and Sales.

The Developer (and its agents, employees, contractors, consultants, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of Lots.

4.13 Ownership.

The Common Property is dedicated non-exclusively to the joint and several use, in common, of Developer and the Owners of all Lots that may from time to time constitute part of the Property and all Member's Permittees and Developer's tenants, guests and invitees. The Common Property shall, upon the later of completion of the improvements thereon or the date when the last Lot within the Property has been conveyed to a purchaser (or sooner at the sole election of Developer), be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Developer determines are necessary or convenient) to the Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed to the Association), all of which shall be performed in a continuous and satisfactory manner. It is intended that any and all real estate taxes and Assessments assessed against the Common Property shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within the Property. However, in the event that any such taxes are assessed directly against the Common Property, the Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation.

Developer and its affiliates shall have the right to enter upon the Common Property and other portions of the Property (including, without limitation, Lots) for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any improvements or facilities on the Common Property or elsewhere on the Property that Developer and its affiliates or designees elect. The Developer and its affiliates or designees also have the right to use, without charge, the Common Property and other portions of the Property for sales, displays and signs or for any other purpose during the period of construction and sale property within Windward Ranch.

4.14 Community Systems.

Developer has the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot). If and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with the rights of Developer that have been assigned by Developer to such entity; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property, and the Association's rights, duties and obligations with respect to the Community Systems shall be the same as those applicable to other Common Property unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect to the Community Systems being deemed to have been automatically assumed).

Article 5 USE RESTRICTIONS

5.1 Applicability.

Except as otherwise provided, the provisions of this Article 5 shall be applicable to all of the Property but shall not be applicable to Developer or any of its designees or to Lots or other property owned by Developer or its designees.

5.2 PUD.

The Property is part of a planned unit development pursuant to applicable land use, zoning and and planned unit development ordinances and law (collectively, the "PUD") approved by the County and the City of St. Augustine, as may be amended. The Property is subject to the terms and conditions of the PUD, as amended from time to time.

5.3 Uses of Lots.

No Lot may be divided or subdivided into a smaller Lot. Home based occupations may be operated out of the Lots, provided, that the Owner obtains any and all permits required by state, and local law and that: (i) there are no employees working within the Lots, (ii) there is no signage; (iii) the Lot is not used to receive clients and/or customers; (iv) there are not excessive deliveries, including delivery of inventory made to the Lot; (v) the home based occupation does not generate additional visitors or traffic into the Lot or any part of the Property and (vi) such use meets all other municipal code and zoning requirements. Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

5.4 Easements.

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering the Property and/or as provided in this Declaration. The area of each Lot covered by an easement and all improvements in such area shall be maintained

- 11 -

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continuously by the Association to the extent provided in this Declaration, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement (but not the obligation) for the installation and maintenance of all underground utilities, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats.

5.5 Nuisances; Other Improper Use.

Nothing shall be done or maintained on any Lot or Common Property which may be or become an annoyance, nuisance or be detrimental to the Owners or occupants of other Lots or Common Property. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof as determined by the Board of Directors. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Property. Owners acknowledge that construction and development activities on or about the Property during daylight hours shall not be deemed to be a nuisance.

In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

5.6 Oil and Mining Operation.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the Property subject to these restrictions.

5.7 Visibility at Intersections.

Other than those authorized under the PUD, no obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners and Members' Permittees, for any damages, injuries or deaths arising from any violation of this Section.

5.8 Leasing Restrictions.

Entire Lots may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Lot shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than six (6) calendar months (e.g. an Owner cannot lease its Lot for six (6) months

or more and then allow the lessee to rent out all or any portion of the Lot for periods of less than six (6) months).

Any lease shall provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration and any rules and regulations adopted by the Association. The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease. The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Lot. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Lot may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Lot is leased, a tenant shall have all use rights in the Property otherwise readily available for use by Owners, and the Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes.

5.9 Parking and Vehicular Restrictions.

All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

The Association, through its officers, committees and agents, is empowered to establish parking regulations with respect to the Common Property. Parking in or on the Common Property shall be restricted to the parking areas therein designated for such purpose. Parking is prohibited in areas not designated as parking spaces. Owners of Lots must park in their garage or driveway at all times and each Lot Owner shall be allowed the following number of vehicles: the number of vehicles which the Lot garage is designed to accommodate, plus one additional vehicle. For example, the Owner of a Lot with a two car garage is allowed to have three vehicles total on the Property.

No commercial trucks, vans or other commercial vehicles shall be parked overnight in any parking space except with the written consent of the Board of Directors. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is

not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of a garage.

No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Property and Lots, except wholly within the confines of a garage.

Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

5.10 Signs.

Prior to erecting or hanging any sign on or from any Lot, the Owner of the Lot must obtain advance written approval from the ARB, which approval may be withheld for any reason. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Lots, without ARB approval.

5.11 Pets.

The Board of Directors is authorized from time to time to make rules restricting or permitting pets on the Property, including without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior. No pet will be permitted on the Property which creates a nuisance. No pit bulls or vicious dogs, chows, snakes or skunks shall be permitted on the Property at any time.

All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Lot). Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

Neither the Board, Developer, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Association, its Board of Directors, Developer, each Owner and the management company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet on the Property. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly

repaired by the Owner. The Association retains the right to effect said repairs and charge the Owner.

A violation of the provisions of this Section shall entitle the Association and the Board of Directors to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

5.12 Temporary Structures.

Except as may be used or permitted by the Developer during periods of construction or renovation, no structure of a temporary nature (including, without limitation, trailers, tents, shacks or mobile offices) shall be located or used within the Property.

5.13 Docks.

No docks shall be constructed on, over or under any portion of the Property.

5.14 Variances.

The Board of Directors shall have the right and power to grant variances from the provisions of this Article 5 and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

5.15 Developer Exemption.

No Owner nor the Association shall do anything to interfere with Developer's activities, more fully set forth as follows:

(a) Prevent Developer, its successors or assigns, or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of construction plans and designs as Developer deems advisable in the course of development (all models or sketches showing plans for the Property, as same may be expanded, may be modified by the Developer at any time and from time to time, without notice); or

(b) Prevent Developer, its successors or assigns, or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on the Property, such structures including sales and/or construction trailers as may be reasonably necessary for the conduct of their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Developer, its successors or assigns, or their contractors or subcontractors, from conducting on the Property, activities relating to the development,

subdivision, grading and construction improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

(d) Prevent Developer, its successors or assigns, from determining in their sole discretion the nature of any type of improvements to be initially constructed as a part of the Property; or

(e) Prevent Developer, its successors or assigns or their contractors or subcontractors, from maintaining such sign or signs on the Property, as may be necessary in connection with the operation of any Lots owned by Developer (its successors or assigns) or the sale, lease or other marketing of Lots, or otherwise from taking such other actions deemed appropriate; or

(f) Prevent Developer, or its successors or assigns from filing Supplemental Declarations, which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Developer from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property.

In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Developer's plans for construction, development, use, sale or other disposition of the Property or any part thereof; provided, however, that Developer shall not be exempt from restrictions in this Declaration when exemption from such restrictions affects the operation and maintenance of the surface water or stormwater management system authorized by a permit from the SJRWMD, unless the SJRWMD provides advance written notice that an exemption from certain restrictions will not affect the operation and maintenance of the surface water or stormwater management system.

Article 6 COVENANT FOR ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation for Assessments.

Except as provided elsewhere in this Declaration, Developer and each Owner shall be deemed to covenant and agree to pay to the Association, Assessments and charges for the operation of and for payment of expenses allocated or assessed to or through the Association, for the maintenance, management, operation and insurance of the Common Property as well as for the maintenance and repair of the Stormwater Management System, including but not limited to work within retention areas, drainage structures and drainage easements. In addition, Special Assessments and Emergency Assessments may be levied against Lots as set forth in this Article 6. All of the Assessments, together with interest and costs of collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such property at the time when the Assessment became due and all subsequent

Owners until paid, except as provided in Section 6.10 below. All references to Assessments shall be understood to include any and all of interest and costs of collection.

6.2 Rates of Assessments.

The Lots subjected to this Declaration as of the date the Declaration is recorded shall be assessed at a uniform rate. Developer may modify such formula with respect to property described in any Supplemental Declaration bringing such property under the provisions of this Declaration in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation. In the event of any dispute as to the allocation of Assessments, the determination of the Board of the Association shall be binding and dispositive.

The Board of Directors shall budget and adopt Assessments for the Association's general expenses in accordance with the procedures set forth in the Bylaws.

6.3 Purpose of Assessments.

The regular Assessments levied by the Association shall be used for the purposes expressed in Section 6.1 above and for such other purposes as the Association shall have within its powers and from time to time elect to undertake.

6.4 Special Assessments.

In addition to the Annual Assessments and Emergency Assessments which may be levied, the Association (through the Board of Directors) shall have the right to levy Special Assessments against some or all Owner(s) (a) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his Member's Permittee and (b) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of an Emergency Assessment; provided however that any Special Assessment under (b) shall be approved by a 2/3 vote of the Members present in person or by proxy at a duly called meeting of the Association. Any Special Assessment shall be subject to all of the applicable provisions of this Article including, without limitation, lien filing and foreclosure procedures and late charges and interest. Any Special Assessment levied hereunder shall be due within the time specified by the Board of Directors in the action imposing such Special Assessment.

6.5 Emergency Assessments.

The Association may also levy an Emergency Assessment ("Emergency Assessment") at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any extraordinary or emergency matters that affect the Common Property, the Lots or Members including, after depletion of any applicable reserves, any unexpected expenditures not provided for by the budget or unanticipated increases in the amounts budgeted. Any Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

6.6 Date of Commencement of Annual Assessments: Due Dates.

The Annual Assessments provided for in this Article shall commence on the first day of the month following the date the Lot is deeded to a third party.

Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarterly or monthly installments, or in such other installment increments as the Association deems appropriate. The Assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other Assessment that is adopted in the future. The original Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any Special Assessment or Emergency Assessment shall be fixed in the Board resolution authorizing such Assessment.

6.7 Duties of the Board of Directors.

The Board of Directors shall fix the date of commencement and the amount of the Assessment against the Lots subject to the Association's jurisdiction for each Assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall be sent to every Owner twenty (20) days prior to payment of the first installment, except as to Special Assessments or Emergency Assessments. In the event no such notice of the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations (including affiliates of Developer) for management services, including the administration of budgets and Assessments. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

6.8 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association; Application of Payments.

If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. Except as provided in Section 6.9 to the contrary, the personal obligation of an Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both. If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, (a) an administrative late fee of five percent (5%) of the sum due, but not to exceed twenty-five dollars

(\$25.00) (provided that only one administrative late fee may be imposed on any one unpaid installment and if such installment is not paid, it and the late charge shall accrue interest at the rate of eighteen percent (18%) per annum from the date when the installment was due until paid; provided further, however, that each other installment thereafter coming due shall be subject to one administrative late fee each; or (b) the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Lot on which the Assessments and late charges are unpaid, may foreclose the lien against the Lot on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments, late charges and interest secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot shall be levied by the Association for such purpose. In addition to the rights of collection of Assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 6.9 below. All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fees, then to outstanding fines, then to costs and attorneys fees and then to the delinquent Assessment payment first due.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

The Association shall have such other remedies for collection and enforcement of Assessments as may be permitted by applicable law. All remedies are intended to be, and shall be, cumulative.

Unless provided for in a Mortgage on a Lot, failure to pay Assessments does not constitute a default under a Mortgage.

6.9 Subordination of the Lien.

- 19 -

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The lien of the Assessments shall be subordinate to real property tax liens and the lien of any first Mortgage; provided, however, that (i) any such Mortgagee when in possession of a Lot, or (ii) any receiver, or (iii) in the event of a foreclosure, any purchaser at a foreclosure sale, or (iv) any such Mortgagee acquiring a deed in lieu of foreclosure, or (v) all persons claiming by, through or under such purchaser or Mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

6.10 Collection of Assessments.

In the event that at any time the collection of Assessments is made by an entity other than the Association, all references herein to collection (but not necessarily enforcement) by the Association shall be deemed to refer to the other entity performing such collection duties and the obligations of Owners to pay Assessments shall be satisfied by making such payments to the applicable collecting entity. No Mortgagee shall be required to collect Assessments.

6.11 Developer's Assessments.

Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Lots owned by it, or (ii) not pay Assessments on some or all Lots owned by it and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Assessments receivable from Owners other than Developer and any other income receivable by the Association. The deficit to be paid under option (ii), above, shall be the difference between (a) actual operating expenses of the Association (exclusive of capital improvement costs and reserves) and (b) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, late charges, capital contributions, fines and incidental income) and any surplus carried forward from the preceding year(s). Developer may from time to time change the option under which Developer is making payments to the Association by written notice. When all Lots within the Property are sold and conveyed to purchasers, neither Developer nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

6.12 Association Funds.

The portion of all regular Assessments collected by the Association for reserves for future expenses, and the entire amount of all Special and Emergency Assessments, shall be held by the Association and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

6.13 Working Capital Contribution.

Each purchaser shall be required to make a one time working capital contribution to the Association in the amount determined by the Association from time to time, which may be used for additional

capital improvements or services which were not included in the original budget categories. This working capital contribution shall be due and payable to the Association at the time of the closing on each sale (initial sale and resale) of any Lot.

Article 7 ARCHITECTURAL CONTROL; GENERAL POWERS

7.1 Purpose.

Except for the Initial Improvements, the Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. For so long as Developer owns any Lot, Developer shall have the sole right to appoint the members of the ARB. Thereafter, the members of the ARB shall be appointed by the Board of Directors as designated in the Bylaws. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. The purpose of this review procedure is solely to promote the aesthetic development of the Property to assure that the architectural guidelines, as established from time to time in this Declaration and in the Design Guidelines, are complied with. This review is not intended to be a condition to the issuance of a building permit by the City and the review undertaken by the Developer or the ARB is not to be construed as any quasi governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Lot has been completed.

7.2 Members of ARB.

The ARB, sometimes referred to in this Declaration as the "ARB", shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of the initial members shall hold office until all Lots, and improvements planned for the Property have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. Members of the ARB (other than those appointed or designated by the Developer) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Developer may only be removed by the Developer.

7.3 Meetings of the ARB.

The ARB shall meet from time to time as necessary to perform its duties hereunder. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 7.10

hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

7.4 Compensation of Members.

The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder, or unless engaged by the Association in a professional capacity.

7.5 Improvements Subject to Approval.

Construction, modifications and alterations subject to approval by the ARB specifically include, but are not limited to, (a) altering, painting, erecting or maintaining on the property a building, fence, wall, shed, storage, or other secondary or detached structure or improvement (including, but not limited to, landscaping, hurricane protection, basketball hoops, pools, birdhouses, other pet houses, swales, asphaltting or other improvements or changes of any kind); (b) any addition, change or alteration (including paint or exterior finishing) visible from the exterior of any Lot; (c) any painting or other alteration of the exterior appearance of the Lot or appurtenance including garage, doors and windows; (d) installation of antennae, satellite dishes or receivers, solar panels or other similar devices; (e) screened enclosures; (f) signs (whether located on the Lot, or in the windows of the Lot; (g) gates; (h) playground equipment; (i) flower boxes, shelves, statutes or other outdoor ornamentation, patterned or brightly colored window coverings; (j) alteration of the landscaping or topography of the Property, including without limitation, any cutting or removal of trees (unless replacing original tree with the exact same type and size of tree, in accordance with applicable laws) or planting or removal of plants; (k) construction, modification or alteration of any Improvement, except for interior alterations not affecting the external structure or appearance of any Lot or any Improvement; (l) attachment of or placement upon outside walls or roofs of buildings or other improvements of an awning, canopy or shutter; (m) all other modifications, alterations or improvements visible from any road or other Lots.

None of the above shall be commenced until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the ARB. Notwithstanding the foregoing, all Owners may paint without the approval of the ARB provided that the paint color is the same or substantially similar to the color originally painted. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby, in the locations indicated, will not be detrimental to the appearance of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and landscaping and is otherwise desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted.

The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots. The Developer reserves the right to pre-approve master plans and elevations in bulk.

7.6 Procedures.

(a) Application. The documents, materials and items to be submitted for approval shall include two (2) sets of the following: (i) the construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. Any requests shall be deemed disapproved if the ARB fails to issue a written approval or disapproval with thirty (30) days of the proper submission of all required documentation. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive.

(b) Compliance Binder. At the time of submission of the review fee and the plans (as to other proposed Improvements), and upon the request of the ARB, the Owner and/or builder shall also submit a construction compliance binder in such amount as may be required by the ARB from time to time in the sole discretion of the ARB. The construction compliance binder is intended to insure that the Owner and any contractors or builders comply with the plans approved by the ARB, the Declaration and any rules or regulations established by the ARB and to insure the satisfactory completion of all proposed Improvements according to the plans approved by the ARB. If, in the opinion of the ARB, the proposed Improvements have been satisfactorily completed in substantial compliance with the plans and specifications approved by the ARB, then the ARB agrees to return the construction compliance binder, less any fees or penalties as set forth below. The ARB has complete discretion to retain all or any portion of the construction compliance binder for any non-compliance, which remedy shall be in addition to any other remedy under this Declaration. Any retained sums shall be remitted to and shall be the property of the Association.

(c) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established by the ARB, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different Lots. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in Section 7.10. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter

requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

(d) Uniform Procedures. The ARB may establish revised uniform procedures for the review of applications, including the Assessment of the Compliance Binder, review costs and fees, if any, to be paid by the applicant and the time and place of meetings. No submission for approval shall be considered by the ARB unless and until such submission, in compliance with the provisions of this Article, has been accepted by the ARB. Any architectural guidelines established by the Developer or ARB may be amended as the Developer or ARB may determine.

7.7 Enforcement.

In the event this Article is violated in that any Improvement is made without first obtaining the approval of the ARB, or is not made in strict conformance with any approval given or deemed given by the ARB, the ARB, as the authorized representative of the Association, shall specifically have the right to injunctive relief to require the applicable Owner to stop, remove and/or alter any Improvement in a manner which complies with the requirements of the ARB, or the ARB may pursue any other remedy available to it. In connection with the enforcement of this Article, the ARB shall have the right to enter onto any Property and make any inspection necessary to determine that the provisions of this Article have been satisfied. The failure of the ARB to object to any Improvement prior to the completion of the Improvement shall not constitute a waiver of the ARB's right to enforce the provisions of this Article. Any action to enforce this Article must be commenced within one (1) year after notice of the violation by the ARB, or within three (3) years after the date of the violation, whichever occurs first. The foregoing shall be in addition to any other remedy set forth herein for violations of this Declaration.

7.8 ARB Rules and Design Guidelines.

The ARB shall adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to an approval of the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) consistent with the covenants and restrictions set forth in this Declaration and (iii) published or otherwise made available to all Members and their contractors, subcontractors and other appropriate designees. The ARB may also adopt Design Guidelines. All rules of the ARB shall be adopted and/or amended by a majority vote thereof, provided that no amendment shall be applicable to any matter submitted to the ARB prior to the making of such amendment.

7.9 Non-Liability.

Neither the Association, the Board of Directors, the ARB, the Developer nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or

addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes. The approval of any proposed improvements or alterations by the ARB shall not constitute a warranty or approval as to, and neither the Association nor any member or representative of the ARB or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. The submittal of an application to the ARB shall be in addition to, and not in lieu of, all required governmental reviews, permits and approvals. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

7.10 Variance.

The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) stop the ARB from denying a variance in other circumstances.

7.11 Exemptions.

Developer and its affiliates shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

7.12 General Powers of the Association and the ARB.

The Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article 7.

Article 8 RULES; ENFORCEMENT

8.1 Compliance by Owners.

- 25 -

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Every Owner and Member's Permittee shall comply with the restrictions and covenants set forth in this Declaration and any and all rules and regulations which from time to time may be adopted by the Board of Directors.

8.2 Enforcement.

Failure of an Owner or his Member's Permittee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court, or as Section 720.305, Florida Statutes, shall provide from time to time.

8.3 Fines and Suspension of Privileges.

If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration or the Rules and Regulations, it shall be lawful for Developer, the Association, or any Owner: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition to all other remedies, the Board of Directors shall have the authority, in its sole discretion, to suspend the Owner's (and Owner's family, tenants, guests, invitees or occupants) right to use the Common Property recreational facilities for so long as the violation continues and to levy reasonable fines against Owner or occupant for the failure of the Owner, his family, tenants, guests, invitees or occupants, to comply with any covenant, restriction, rule, or regulation contained in this Declaration, the Articles, or the Bylaws, provided the following procedures are adhered to:

(a) The Association shall give the Owner or occupant at least fourteen (14) days notice of the violation(s) and of the right to have a hearing before a committee of at least three (3) Owners appointed by the Board of Directors, which committee members shall not be officers, directors or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The notice shall contain a date and time for a proposed hearing which shall be at least fourteen (14) days from the date of notice. If the Owner or occupant notified of the violation(s) and the fine fails to appear at the hearing or fails to request a hearing at another time, which time shall in no event be set more than thirty (30) days after notification of the violations(s) and the fine, the right to the hearing shall be deemed to be waived and the fine shall be considered levied.

(b) At any hearing, the committee shall be presented with the violation(s) and shall give the Owner or occupant the opportunity to present reasons why penalties should not be imposed. A written decision of the committee shall be provided to the Owner or occupant within twenty-one (21) days after the date of the hearing.

(c) If a hearing is requested and results in the approval of the fine by the committee, the fine levied by the Board of Directors may be imposed against the Owner, his family, tenants, guests, invitee or occupants.

(d) Each incident which is grounds for a fine shall be the basis for a separate fine. In case of continuing violations, each continuation after notice is given shall be deemed a separate incident.

(e) Amounts: The Board of Directors may impose Special Assessments against the Lot owned by the Owner as follows:

(i) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(ii) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(iii) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature after notice, a fine not in excess of One Thousand Dollars (\$1,000.00);

(iv) Provided, however, to the extent that state law is modified to permit fines of greater amounts, the Declaration shall be automatically amended to include such increase.

(f) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment of the penalties.

(g) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments, and the lien securing same, as set forth herein.

(h) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(i) Non-Exclusive Remedy: The imposition of a fine shall not be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise be entitled, including without limitation the right to impose a Special Assessment as a lien on the Lot; however, any fine paid by the Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. The limitations on fines in this Section do not apply to suspensions or fines arising from failure to pay Assessments.

(j) The failure of Developer, the Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation contained in this Declaration, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation.

8.4 Initial Rules and Regulations.

- 27 -

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The Board of the Association shall have the right to implement rules and regulations for the Association and its Members.

Article 9

DAMAGE OR DESTRUCTION TO COMMON PROPERTY

9.1 Damage or Destruction.

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

(a) In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

(b) If the insurance proceeds are within One Hundred Thousand Dollars (\$100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners in equal shares in accordance with the provisions of Article 6 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars (\$100,000.00) to effect total restoration of the Common Property, then by written consent or vote of two thirds (2/3) of the Board of Directors, subject to Article 11, the Board shall determine whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Special Assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

(d) Each Member shall be liable to the Association for any damage to the Common Property not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an Assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an Assessment against the Member and may be collected as provided herein for the collection of Assessments.

Article 10 INSURANCE

10.1 Common Property.

The Association shall keep all improvements, facilities and fixtures located within the Common Property insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, foundations, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for and on behalf of itself and all Members. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the Property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses included in the Annual Assessments made by the Association.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for the full insurable replacement value of the improvements, facilities and fixtures located within the Common Property, together with coverage for inflation costs, demolition costs, contingent liability from operation of building laws and increased costs of construction.

All insurance policies shall contain standard mortgagee clauses, if applicable.

If the Common Property located within an "A" flood zone, the Association agrees to maintain flood insurance on the insurable improvements on the Common Property in an amount equal to the lesser of 100% of the replacement costs of all insurable improvements (if any) within the Common Property or the maximum amount of coverage available under the National Flood Insurance Program.

10.2 Replacement or Repair of Common Property.

In the event of damage to or destruction of any portion of the Common Property, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 10.

10.3 Waiver of Subrogation.

As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members, Developer and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.4 Liability and Other Insurance.

- 29 -

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The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least \$1,000,000.00 (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to property under its jurisdiction, including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Property, the premiums for which shall be Common Expenses and included in the Assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at least annually by the Board of Directors and the limits increased in its discretion. The Board may also obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. At a minimum, however, there shall be blanket fidelity bonding of anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding shall cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force.

10.5 "Blanket" Insurance.

The requirements of this Article may be met by way of the Association being an insured party under any coverage carried by the Developer or under coverage obtained by the Association as long as such coverage is in accordance with the amounts and other standards dated in this Article.

Article 11 MORTGAGEE PROTECTION

11.1 Mortgagee Protection.

The following provisions are added hereto (and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which

default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property. The Association is entitled to impose a fee to cover the cost of providing copies of such documents.

(b) Any holder, insurer or guarantor of a Mortgage on a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (iv) any proposed action which requires the consent of a specified number of Mortgage holders.

(c) Any holder, insurer or guarantor of a Mortgage on a Lot shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted in a lien against any portion of the Common Property and receive immediate reimbursement from the Association.

(d) Any holder, insurer or guarantor of a Mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive immediate reimbursement from the Association.

Article 12 DISCLAIMER OF LIABILITY OF ASSOCIATION AND DEVELOPER

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), NEITHER THE ASSOCIATION NOR THE DEVELOPER SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) NEITHER THE ASSOCIATION NOR THE DEVELOPER IS EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH

ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, THE CITY OF ST. AUGUSTINE, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION OR THE DEVELOPER TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

Article 13 STORMWATER MANAGEMENT SYSTEM

13.1 Blanket Drainage Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, berms and access easements to the Stormwater Management System. Developer reserves for itself, its successors and assigns, and grants to the SJRWMD and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Developer also grants to the Association a perpetual non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the Stormwater Management System. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the SJRWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage

flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD. Portions of the Stormwater Management System are located entirely within Lots.

13.2 Maintenance Easement.

(a) The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Parcel which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Parcels as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Association and shall not be construed to obligate Developer or the Association to take any affirmative action in connection therewith. The Owners of Parcels adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

13.3 Improvements.

No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Stormwater Management System without the prior written consent of the Association and the approval of the Developer, which consent or approval may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Stormwater Management System may also require the prior written approval of the SFWMD. After receiving the approval of the Association, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvements. Notwithstanding the foregoing, docks bulkheads or other structures, permanent or temporary, that are constructed as initial improvements, may not be constructed without obtaining the prior written consent of the Developer.

13.4 Liability.

NEITHER DEVELOPER NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES, WET DETENTION PONDS AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH

OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DEVELOPER, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, WET DETENTION PONDS, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

13.5 Wetlands, Jurisdictional Land and Swales.

This Declaration is subject to the rights of the State of Florida over portions of the Property which may be considered wetlands, marshes, sovereign or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling, mowing, improving, landscaping, or removal of plant life existing on the Lot.

13.6 Rights of the SJRWMD.

Notwithstanding any other provisions contained elsewhere in this Declaration, the SJRWMD shall have the rights and powers enumerated in this Section. The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Stormwater Management System. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. No person shall alter the drainage flow of the Stormwater Management System, including any buffer areas, swales, treatment berms or swales, without the prior written approval of the SJRWMD. Any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD. In the event that the Association is terminated, dissolved or liquidated, prior to such termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C 42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation.

13.7 Indemnity.

Developer may be required to assume certain duties and liabilities for the maintenance of the Stormwater Management System or drainage system within the Property under the plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Declaration, it shall hold Developer harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Developer, its successors or assigns. Upon completion of construction of the Stormwater Management System or drainage system Developer shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Developer harmless therefrom.

13.8 Permits.

THIS PROPERTY WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE ARMY CORPS OF ENGINEERS ("ACOE") AND SJRWMD PERMITS. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AND/OR UPLAND BUFFERS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH OBLIGATIONS RELATE TO THE LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND/OR UPLAND BUFFERS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

13.9 Developer's Rights.

Developer, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown in the plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Developer, and (iii) to widen or extend any right of way shown on any plat of the Property or convert a Lot to use as a right of way, provided that Developer owns the lands affected by such change. Owners subject to easements shown on any plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow or drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or

landscaping on such easement areas shall remove the improvements or landscape items upon written request of Developer, the Association, or the grantee of the easement.

13.10 Association Duties.

The Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System and shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the SJRWMD permit no. IND-031-87852-10 requirements and applicable SJRWMD rules, and shall assist in the enforcement of the provisions of this Declaration which relate to the Stormwater Management System. Maintenance of the Stormwater Management System (s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted or, if modified, as approved by the SJRWMD.

13.11 Swale Maintenance.

Developer has constructed a "Drainage Swale" upon each lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Notwithstanding any other provision of this Article 13, each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on their lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the drainage swale is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the owner of the lot upon which the drainage swale is located.

13.12 Conservation Easement.

From time to time the Developer may be required to record a conservation easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a conservation easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The conservation easement shall not be amended or modified without the prior written consent of the SJRWMD. The use of such Restricted Land is hereby restricted as follows:

- (a) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
- (b) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

(c) No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.

(d) There shall be no excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.

(e) There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

(f) There shall be no activities within the Restricted Land which are detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife habitat preservation.

(g) There shall be no use made of the Restricted Land and no act shall be undertaken which is detrimental to the retention of land or water areas or which are detrimental to the preservation of structural integrity or physical appearance of sites or properties of historical, architectural, archaeological or cultural significance.

(h) Upon the recording of a conservation easement, the foregoing restrictions shall be deemed covenants running with the Restricted Land, will be binding upon the Owner(s) of the Restricted Land, their successors and assigns, and shall inure to the benefit of the SJRWMD.

(i) This Section 13.12 may be enforced by the SJRWMD, its successors and assigns.

Article 14 GENERAL PROVISIONS

14.1 Duration.

The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, Developer (at all times) and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the Voting Members representing the votes of 75% of all the Lots subject hereto and of 90% of the Mortgagees thereof has been recorded, agreeing to revoke said covenants and restrictions; provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any approvals being obtained.

14.2 Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the

- 37 -

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last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

14.3 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms of this Declaration shall be literally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development and enjoyment of the Property.

14.4 Severability.

Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

14.5 Effective Date.

This Declaration shall become effective upon its recordation in the public records of the County.

14.6 Amendment.

Prior to Turnover, as defined in the Articles, this Declaration may be amended at any time upon the execution and recordation of an instrument executed by Developer, for so long as Developer holds title to any Lot; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within Windward Ranch or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or increase the proportion or percentage by which a Lot shares in the common expenses of the Association, unless the record Owner of the Lot and all record owners of liens on the Lot join in the execution of the amendment. After Turnover, this Declaration may be amended at any time, by an instrument signed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting; provided that so long as Developer is the Owner of any Lot affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest. In accordance with Section 13.6, any amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have prior written approval of the SJRWMD.

14.7 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and said Articles shall take precedence over the Bylaws and the

- 38 -

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Bylaws shall take precedence over the provisions set forth in any rules and regulations adopted by the Board.

14.8 Standards for Consent.

Whenever this Declaration requires the consent, approval or other action by the Developer or its affiliates, the Association or the ARB, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action.

14.9 Easements.

Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created in this Declaration. Formal language of grant or reservation with respect to such easements, as appropriate, is incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

14.10 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use except as otherwise specifically identified on any plat of the Property.

14.11 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained in this Declaration.

14.12 Notices and Disclaimers as to Community Systems.

Developer, the Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO

- 39 -

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MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION OR ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. Every owner or occupant of property receiving security services agrees that Developer or the Association or any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider.

14.13 Certain Reserved Rights of Developer with Respect to Community Systems.

Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Developer reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the City, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the ordinances of the City). In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services; and

(c) the right to offer from time to time monitoring/alarm services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

14.14 No Representations or Warranties.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DEVELOPER OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DEVELOPER FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

14.15 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 14.1, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 14.4, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

14.16 Approval by Mortgagees.

Until Turnover, any amendments to this Declaration (including, without limitation, any amendment which results in the annexation of additional lands into the Property, the merger or consolidation of the Association with any other property owners association, the dedication of any part of the Common Property for public use (other than the initial Common Property), and the conveyance, mortgaging or encumbrance of any part of the Common Property) must have prior written approval of the FHA or VA in accordance with HUD regulations, if the FHA or VA is the insurer of any Mortgage encumbering a Lot.

14.17 Tax Deeds and Foreclosure.

All provisions of the Declaration relating to a Lot which has been sold for taxes or Special Assessments survive and are enforceable after the issuance of a tax deed or upon a foreclosure of an Assessment, a certificate or lien, a tax deed, tax certificate or tax lien, to the same extent that they would be enforceable against a voluntary grantee of title before such transfer.

14.18 Legal Fees and Costs.

The prevailing party in any dispute arising out of the subject matter of this Declaration or its subsequent performance shall be entitled to reimbursement of its costs and attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy, in post-judgment collection, or in any dispute resolution proceeding, and whether or not a lawsuit is commenced.

14.19 Law To Govern

This declaration shall be governed by and construed in accordance with the laws of the State of Florida, both substantive and remedial.

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EXECUTED as of the date first above written.

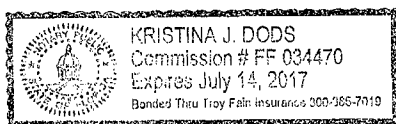
LENNAR HOMES, LLC,
a Florida limited liability company

By: *Matt Devereaux*
Name: MATT DEVEREAUX
Its: DIV PRES / V.P.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me on June 5, 2015, by MATT DEVEREAUX, as DIVISION PRESIDENT of Lennar Homes, LLC, a Florida limited liability company, on behalf of the limited liability company. S/He is ☒ personally known to me or ☐ produced _____ as identification.

{Notary Seal must be affixed}



Kristina Dods
(Signature of Notary)
KRISTINA DODS
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: 7/14/17
Commission No.: # FF 034470

EXHIBIT A

PROPERTY

All that certain property situate and lying in St. Johns County, Florida, more particularly described as:

WINDWARD RANCH PHASE ONE, according to the plat thereof as recorded in Plat Book 75, pages 43 through 56, inclusive, of the public records of St. Johns County, Florida.

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EXHIBIT B
ARTICLES OF INCORPORATION
FOR
WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC.

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

ARTICLE 1.
NAME

The name of the corporation shall be WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE 2.
OFFICE

The principal office and mailing address of the Association shall be c/o Lennar Homes, LLC, 9440 Philips Highway, Suite 7, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3.
PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch recorded (or to be recorded) in the Public Records of St. Johns County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain, repair and replace the Common Property thereof for the benefit of the Owners who become Members of the Association.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association may inure to the benefit of any individual Member or any other person. The Association may however, reimburse its Members for the actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code or other applicable provisions of the Code and federal and state law.

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ARTICLE 4. DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration which are incorporated herein, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5. POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida (as determined as of the date of these Articles), except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the Bylaws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against Members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided however, the Common Property may not be mortgaged without the prior approval of Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds (2/3) of the total votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association.

(d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Owners.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property; provided however, all proposed rules and regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Association.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the Bylaws, the rules and regulations for the use of the Common Property and applicable law.

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the

Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation of the Common Property.

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot, and each Mortgagee of an Owner, by acceptance of a lien on said Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To enter into necessary agreements with utility companies, community systems service providers, a community development district or governmental or quasi-governmental entities to provide services to or for the Association or the Members.

(k) To operate, maintain and manage the surface water or Stormwater Management System(s) in a manner consistent with the SJRWMD permit no. 105001-5 requirements and applicable SJRWMD rules, and to assist in the enforcement of the Declaration which relates to the Stormwater Management System.

(l) To levy and collect adequate assessments against the members of the Association for the costs of maintenance and operation of the Stormwater Management System.

5.3 Powers Exercised by Board of Directors. All of the foregoing powers or duties shall be exercised by the Board of Directors subject to the approval of the required number of directors as may be set forth in the Declaration, Articles or Bylaws, provided however, the Board of Directors may not act on behalf of the Association to amend the Declaration or terminate the Association or the Declaration. The foregoing powers are subject to the approval of the Members holding the requisite number of votes of Members who are present at a duly constituted meeting at which a quorum is present in person or by proxy.

5.4 Property of the Association. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

5.5 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapter 617, Florida Statutes).

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and Bylaws.

ARTICLE 6. MEMBERS

6.1 Membership. The Members of the Association shall consist of the Developer under the Declaration (Lennar Homes, LLC) and all of the record title owners of Lots within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot.

6.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot for which that share is held.

6.3 Classes of Members / Voting. The Association will have two (2) classes of voting membership:

(a) Classes of Members.

(i) Class A Members. Class A Members shall be all Owners of Lots subject to the Declaration, with the exception of the "Developer" (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such Member.

(ii) Class B Member. The Class B Member shall be the Developer, or a representative thereof. The Class B Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after ninety percent (90%) of the Lots in all phases of the Windward Ranch that will ultimately be operated by the Association have been conveyed to members other than the Class B member.

(2) Such earlier date as Developer, in its sole discretion, may determine in writing.

(3) Such other percentage of the parcels has been conveyed to Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of parcels;

(4) Upon the Developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents;

(5) Upon the Developer filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(6) Upon the Developer losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(7) Upon a receiver for the Developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that Turnover would be detrimental to the Association or its Members. For purposes of this section, the term "members other than the developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale.

(b) After Turnover, the Developer will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of that Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

(c) Voting.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Until Turnover, the Class B Member shall appoint the Directors, provided however Members other than the Developer are entitled to elect at least one member of the Board of Director if 50% of the Lots in all phases of Windward Ranch which will ultimately be operated by the Association have been conveyed to the Members. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

6.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of members other than the annual meeting.

6.5 Proviso. At Turnover, the Developer shall transfer control of the Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association; provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

ARTICLE 7. INCORPORATOR

The name and address of the Incorporator of this Association is:

NAME
Zenzi Rogers

ADDRESS
9440 Philips Highway, Suite 7
Jacksonville, Florida 32256

ARTICLE 8. TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity. The Association may only be terminated by the approval of the Members holding two thirds (2/3) of the votes, voting in person or by proxy at duly called meeting at which a quorum is present or by the approval of members holding two thirds (2/3) of all the votes; provided however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a nonprofit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the SJRWMD prior to such termination, dissolution or liquidation

ARTICLE 9. OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Zenzi Rogers President	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Michael Della Penta Vice President	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Kristina Dods Secretary/Treasurer	9440 Philips Highway, Suite 7 Jacksonville, FL 32256

ARTICLE 10. DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees.

10.3 Election and Removal. The provisions relating to the election and removal of the Board of Directors are set forth in Article 4 of the Bylaws.

10.4 Term of Developer's Directors. The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Zenzi Rogers	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Kristina Dods	9440 Philips Highway, Suite 7 Jacksonville, FL 32256
Michael Della Penta	9440 Philips Highway, Suite 7 Jacksonville, FL 32256

10.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11. INDEMNIFICATION PROVISIONS

This Association shall indemnify any and all of its directors, officers, employees or agents, or former directors permitted by law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE 12. BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE 13. AMENDMENTS

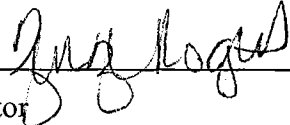
Until Turnover and subject to the reasonableness standard set forth in Section 720.3075(5), Florida Statutes, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any other Member or Institutional Mortgagee. After turnover, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required to the extent such amendment adversely affects the priority of the Institutional Mortgagee's lien or the Institutional Mortgagee's rights to foreclosure its lien or otherwise materially affects the rights and interests of the Institutional Mortgagee. Notices to Institutional Mortgagees are to be sent in accordance with the requirements of 720.306(1) Florida Statutes. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County. Within thirty (30) days after recording an amendment, the Association shall provide a copy of the amendment to each Low Owner.

**ARTICLE 14.
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The name and address of the Registered Agent of the Association is:

Zenzi Rogers
9440 Philips Highway, Suite 7
Jacksonville, Florida 32256

The Incorporator has affixed his signature the day and year set forth below.

_____/s Zenzi Rogers 
Zenzi Rogers, Incorporator

Dated this 01 day of June, ²⁰¹⁵~~2013~~.

**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

Windward Ranch Homeowners' Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville, County of St. Johns, State of Florida, has named Zenzi Rogers, with an address of 9440 Philips Highway, Suite 7, Jacksonville, Florida 32256 as its agent to accept service of process within Florida.

**WINDWARD RANCH HOMEOWNERS'
ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: Zenzi Rogers
Print Name: Zenzi Rogers
Its: President
Date: 6/5/15

Having been named to accept service of process for the above-stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

By: Zenzi Rogers
Name: Zenzi Rogers
Date: 6/5/15

EXHIBIT C
BYLAWS
FOR
WINDWARD RANCH HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE 1.
DEFINITIONS

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch Homeowners' Association, Inc.

ARTICLE 2.
BOOKS AND PAPERS

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

ARTICLE 3.
MEMBERSHIP

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

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

ARTICLE 4.
BOARD OF DIRECTORS

4.1 Number of Directors. The affairs of the Association shall be managed by a Board of Directors. There shall be three (3) Directors of the Association prior to Turnover. The first Board of Directors after Turnover shall include three (3) Directors. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles of Incorporation of the Association and herein.

4.2 Election and Removal.

(a) Appointment of Directors Prior to Turnover. Prior to Turnover, Directors shall be appointed by the Class B Member, which Directors need not be Members of the Association; provided however Members other than the Developer are entitled to elect at least one

Member of the Board of Directors if 50% of the Lots in all phases of the Windward Ranch which will ultimately be operated by the Association have been conveyed to the Members.

(b) Election of Directors After Turnover.

(i) If Developer Owns 5% or More of the Total Number of Lots. After Turnover, for so long as the Developer owns at least five percent (5%) of the total number of Lots, there may be five (5) Members of the Board of Directors with the Developer appointing one (1) Director to the Board of Directors of the Association and the Class A Members voting to elect the remaining Directors.

(ii) If Developer Owns Less Than 5% of the Total Number of Lots. After Turnover, if the Developer owns less than five percent (5%) of the total number of Lots, the Developer may no longer appoint members to the Board of Directors, and the Class A Members will vote to elect all of the Directors.

(iii) Timing of Selection. Directors of the Association shall be selected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Bylaws. Notwithstanding the foregoing, each Director elected at the Turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting. An election is not required unless more candidates are nominated than vacancies exist.

(iv) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in Section 4 of these Bylaws.

4.3 Any director elected to the Board in accordance with the provisions of Section 4.2 above may be removed from office at any time with or without cause by the affirmative majority vote of the Board of Directors and the Board of Directors shall then fill the vacancy. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer is removed from office, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

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

4.5 Subject to the provisions of Section 4.7 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.6 Subject to the provisions of Section 4.7 below, special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

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

4.8 Directors (including affiliates of the Developer) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer resigns, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

4.9 Each Director shall have one (1) vote and Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers.

4.10 The Directors of the Association have a fiduciary duty to the Owners.

4.11 Within ninety (90) days after being elected or appointed to the Board of Directors, each Director shall certify in writing to the secretary of the Association that he or she has read the Association's Declaration, Articles of Incorporation, Bylaws and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members.

4.12 In lieu of the written certification, the newly elected or appointed Director may submit a certificate of having completed the educational curriculum administered by an education provider as approved by the Division of Condominiums, Timeshares, and Mobile Homes ("Division") within one (1) year before or ninety (90) days after being elected or appointed. The educational certificate is valid and does not have to be resubmitted as long as the Director serves on the Board of Directors without interruption.

ARTICLE 5. TURNOVER OF CONTROL

5.1 Timing of Turnover.

Members other than the Developer are entitled to elect at least a majority of the Members of the Board of Directors when the earlier of the following events occurs:

(a) Three months after 90 percent of the Lots in all phases of the community that will ultimately be operated by Association have been conveyed to Members other than the Developer;

(b) Such other percentage of the Lots has been conveyed to Members, or such other date or event has occurred, as is set forth in the governing documents in order to comply with the requirements of any governmentally chartered entity with regard to the mortgage financing of property;

(c) Upon the Developer abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents;

(d) Upon the Developer filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code;

(e) Upon the Developer losing title to the property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(f) Upon a receiver for the Developer being appointed by a circuit court and not being discharged within 30 days after such appointment, unless the court determines within 30 days after such appointment that Turnover would be detrimental to the Association or its Members.

For purposes of this section, the term "Members other than the developer" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

5.2 Members Other than Developer.

Members other than the Developer are entitled to elect at least one member of the Board of Directors if 50 percent of the Lots in all phases of the community which will ultimately be operated by the association have been conveyed to Members.

5.3 Developer Rights.

The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Lots in all phases of the community. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

5.4 Delivery of Records.

At the time the Members are entitled to elect at least a majority of the Board of Directors, the Developer shall, at the Developer's expense, within no more than 90 days deliver to the Board of Directors all documents required to be so delivered under Chapter 720, Florida Statutes.

ARTICLE 6. OFFICERS

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

6.2 The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

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

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

ARTICLE 7. MEETINGS OF MEMBERS

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

7.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by the majority of the members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

7.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall

involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

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

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

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

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

ARTICLE 8. AMENDMENTS

8.1 Procedure. Until Turnover, and subject to the reasonableness standard set forth in Section 720.3075(5), Florida Statutes, these Bylaws may be amended by the Class B Member without the consent or joinder of any other Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County. Within thirty (30) days after recording an amendment, the Association shall provide a copy of the amendment to each Lot Owner.

8.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall prevail. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall prevail.

ARTICLE 9. OFFICIAL RECORDS

The Official Records of the Association shall consist of all documents and information set forth in Section 720.303, Florida Statutes

9.1 Financial Records. Accounting records for the Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at

least seven (7) years and in compliance with the requirements of Section 720.303, Florida Statutes. The financial and accounting records must include, but are not limited to:

- (d) Accurate, itemized, and detailed records of all receipts and expenditures;
- (e) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due;
- (f) All tax returns, financial statements and financial reports of the Association; and
- (g) Any other records that identify, measure, record or communicate financial information.

9.2 Inspection and Copying of Records. The foregoing official records shall be maintained for at least seven (7) years and must be made available for inspection or photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. Such records must be maintained within forty-five (45) miles of Windward Ranch or within the County. At the option of the Association, the Official Records may be made available to a Lot Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. The Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records. The Association shall maintain an adequate number of copies of the Declaration. The Association may charge a member for the costs required for personnel to retrieve and copy the records if (1) the time spent retrieving and copying the records exceeds on-half hour; (2) the personnel costs do not exceed \$20 per hour; and (3) the copies made exceed 25 pages. Owners may be charged no more than \$.25 per page for copies of Official Records made on the Association's copier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have the copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice.

ARTICLE 10.

FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

10.1 The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year.

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

10.3 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational

amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.2 above.

10.4 The Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.2 above.

The foregoing Bylaws of Windward Ranch Homeowners' Association, Inc., a corporation not-for-profit under the laws of the State of Florida, were adopted at the first meeting of the Board of Directors.

EXHIBIT D

COMMON PROPERTY DESCRIPTION

Tracts A, B and C, WINDWARD RANCH PHASE ONE, according to the plat thereof as recorded in Plat Book 75, pages 43 through 56, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

PREPARED BY AND RETURN TO:

Christian F. O'Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2200
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**SECOND SUPPLEMENTAL DECLARATION
TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR WINDWARD RANCH**

THIS SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINDWARD RANCH (this "**Second Supplement**") is made on this 29th day of June, 2017, by LENNAR HOMES, LLC, a Florida limited liability company (the "**Developer**"), joined by WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch was recorded in Official Records Book 4038, Page 591 (the "**Original Declaration**"), as amended by the Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch, recorded in Official Records Book 4082, Page 1753 (the "**Amendment**") and the First Supplemental Declaration to the Declaration of Covenants, Conditions, Restrictions and Easements for Windward Ranch, recorded in Official Records Book 4165, Page 348 (the "**First Supplement**"), all of the Public Records of St. Johns County, Florida. This Second Supplement together with the Original Declaration, the Amendment and the First Supplement shall be referred to as the "**Declaration**."

B. The Declaration provides in Section 2.2 the Developer may annex additional land by recording a Supplemental Declaration.

C. Developer wishes, in accordance with Section 2.2 of the Declaration, to file of record this Second Supplement for the purpose of annexing additional land to the Property.

NOW THEREFORE, the Developer hereby amends and supplements the Declaration as set forth herein.

1. **Recitals and Defined Terms.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Supplement. All initially capitalized terms not defined herein shall have the meanings set forth in the

Declaration.

2. Conflicts. In the event there is a conflict between this Second Supplement and the Declaration, this Second Supplement shall control. Whenever possible, this Second Supplement and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Annexation. The Declaration is hereby amended by the addition of the real property legally described in Schedule A, attached hereto and incorporated herein by this reference (the "Additional Property"). The Additional Property shall be subject to each and every term, condition, covenant, easement and restriction of the Declaration as it exists and as it may be amended from time to time.

4. Common Property. The Common Property identified on Exhibit D attached to the Declaration is hereby amended, and Exhibit D of the Declaration is hereby amended and replaced with the revised Exhibit D attached to this Second Supplement as Schedule B and incorporated herein by this reference.

5. Ratification. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

6. Covenant. This Second Supplement shall be a covenant running with the land and shall be effective immediately upon its recording in St. Johns County, Florida.

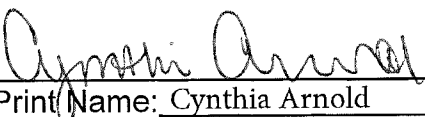
[Signatures on the Following Page]

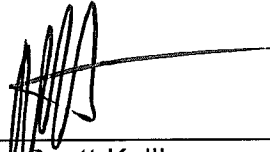
IN WITNESS WHEREOF, the Developer has caused this Second Supplement to be executed by its duly authorized representative and has affixed its company seal as of this 29th day of June, 2017.

WITNESSES:

"DEVELOPER"

LENNAR HOMES, LLC, a Florida limited liability company


 Print Name: Cynthia Arnold

By: 
 Name: Scott Keiling
 Title: Vice President



 Print Name: Christy King

[Company Seal]

STATE OF FLORIDA)
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of June, 2017, by Scott Keiling, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced _____ as identification].




 Notary Public
 Print Name: Danielle F. Mayoros
 My Commission Expires: 3/31/18

JOINDER

WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in the SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WINDWARD RANCH (the "Second Supplement"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Second Supplement and does not affect the validity of the Second Supplement as the Association has no right to approve the Second Supplement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29th day of June, 2017.

WITNESSES:

Cynthia Arnold
 Print Name: Cynthia Arnold

Christy King
 Print Name: Christy King

WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

By: Danielle Mayoros
 Name: Danielle Mayoros
 Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
 COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 29th day of June, 2017, by Danielle Mayoros, as President of WINDWARD RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced as identification.

My commission expires: 7/14/17



Kristina Dods
 NOTARY PUBLIC, State of Florida at Large

Print Name: Kristina Dods

Schedule A

Legal Description

Windward Ranch Phase Five

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN at the Southwest corner of Lot 147, according to the plat of Windward Ranch Phase Two, as recorded in Map Book 78, pages 10 through 21 of the Public Records of St. Johns County, Florida, said point also being the Northwest corner of Tract "L", according to said plat; thence S55°18'45"W, along the West line of said Tract "L", for 150.29 feet; thence N14°35'54"W, leaving said West line, for 221.79 feet; thence N22°38'47"W, for 50.50 feet; thence N14°35'54"W, for 120.65 feet; thence N76°57'03"E, for 24.07 feet; thence N72°11'13"E, for 81.36 feet; thence S85°32'34"E, for 82.66 feet; thence S83°51'19"E, for 77.55 feet to the point of intersection with the West line of Tract "G", according to said plat; thence S13°16'16"W, along said West line, for 130.00 feet to the point of radial intersection with a curve concave to the Southwest, said point also being the Southwest corner of said Tract "G"; thence along the South line of said Tract "G" and southeasterly along the arc of said curve, having a radius of 590.00 feet, a central angle of 05°35'34", an arc length of 57.59 feet and a chord bearing S73°56'07"E, for 57.57 feet to a point on the westerly right-of-way line of King George Avenue (a 50.00 foot right-of-way, as it is now established), according to said plat; thence S18°51'40"W, radial to last said curve and along said westerly right-of-way line and the West line of aforesaid Lot 147, for 175.00 feet to the POINT OF BEGINNING of the parcel herein described.

AND

Windward Ranch Phase Three

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN at the Northwest corner of Lot 131, according to the plat of Windward Ranch Phase Two, as recorded in Map Book 78, pages 10 through 21 of the Public Records of St. Johns County, Florida; thence along the westerly boundary of said plat, the following eleven (11) courses; (1) thence S32°31'14"E, for 125.00 feet to the point of radial intersection with a curve concave to the Southeast; (2) thence southwesterly along the arc of said curve, having a radius of 140.00 feet, a central angle of 17°46'50", an arc length of 43.45 feet and a chord bearing S48°35'20"W, for 43.27 feet to the point of reverse curvature of a curve concave to the Northwest; (3) thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 76°42'57", an arc length of 33.47 feet and a chord bearing S78°03'24"W, for 31.03 feet; (4) thence S26°24'52"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Southwest; (5) thence southeasterly along the arc of said curve, having a radius of 420.00 feet, a central angle of 07°42'58", an arc length of 56.56 feet and a chord bearing S59°43'39"E, for 56.52 feet; (6) thence S34°07'50"W, radial to last said curve, for 125.00 feet; (7) thence S50°02'26"E, for 59.92 feet; (8) thence S43°25'55"E, for 60.70 feet; (9) thence S26°43'30"E, for 61.66 feet; (10) thence S24°50'45"E, for 63.00 feet; (11) thence N87°54'36"W, for 282.04 feet; thence N23°10'00"E, leaving said westerly boundary, for 355.10 feet to the point of radial intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 420.00 feet, a central angle of 08°31'23", an arc length of 62.48 feet and a chord bearing N71°05'41"W, for 62.42 feet; thence N14°38'37"E, radial to last said curve, for 127.21 feet; thence N64°17'41"E, for 73.65 feet to the POINT OF BEGINNING of the parcel herein described.

AND

Windward Ranch Phase Four

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN at the Southeast corner of Lot 297, according to the plat of Windward Ranch Phase Two, as recorded in Map Book 78, pages 10 through 21 of the Public Records of St. Johns County, Florida; thence along the southerly boundary of said plat, the following twenty (20) courses; (1) thence N32°10'47"W, for 127.87 feet to the point of intersection with a curve concave to the Northwest; (2) thence northeasterly along the arc of said curve, having a radius of 225.00 feet, a central angle of 07°30'21", an arc length of 29.47 feet and a chord bearing N40°29'11"E, for 29.45 feet to the point of reverse curvature of a curve concave to the Southeast; (3) thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 75°32'30", an arc length of 32.96 feet and a chord bearing N74°30'16"E, for 30.63 feet to the point of reverse curvature of a curve concave to the Northeast; (4) thence southeasterly along the arc of said curve, having a radius of 325.00 feet, a central angle of 00°21'36", an arc length of 2.04 feet and a chord bearing S67°54'17"E, for 2.04 feet; (5) thence N21°54'55"E, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Northeast; (6) thence northwesterly along the arc of said curve, having a radius of 275.00 feet, a central angle of 03°48'21", an arc length of 18.27 feet and a chord bearing N66°10'55"W, for 18.26 feet; (7) thence N29°58'50"E, for 121.48 feet; (8) thence S66°44'10"E, for 16.69 feet; (9) thence N70°22'27"E, for 112.53 feet; (10) thence N67°51'32"E, for 67.49 feet; (11) thence N65°20'36"E, for 67.49 feet; (12) thence N62°49'40"E, for 67.49 feet; (13) thence N60°18'45"E, for 54.53 feet; (14) thence S51°26'27"E, for 11.04 feet; (15) thence S22°23'34"E, for 59.16 feet; (16) thence S13°42'49"E, for 70.11 feet; (17) thence S23°56'19"E, for 135.26 feet; (18) thence N59°50'23"E, for 34.24 feet to the point of curvature of a curve concave to the Northwest; (19) thence northeasterly along the arc of said curve, having a radius of 710.00 feet, a central angle of 41°13'07", an arc length of 510.77 feet and a chord bearing N39°13'49"E, for 499.83 feet to the point of tangency; (20) thence N18°37'16"E, for 56.82 feet to the Southeast corner of Windward Ranch Boulevard, according to the plat of Windward Ranch Phase One, as recorded in Map Book 75, pages 43 through 56 of the Public Records of St. Johns County, Florida; thence along the westerly boundary of said plat, the following fourteen (14) courses; (1) thence S71°22'44"E, for 80.00 feet; (2) thence N18°37'16"E, for 17.97 feet to the point of curvature of a curve concave to the Southeast; (3) thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 59°44'29", an arc length of 26.07 feet and a chord bearing N48°29'30"E, for 24.90 feet; (4) thence S12°00'00"W, for 53.02 feet; (5) thence S78°00'00"E, for 40.00 feet; (6) thence N12°00'00"E, for 55.50 feet to the point of intersection with a curve concave to the Northeast; (7) thence southeasterly along the arc of said curve, having a radius of 400.00 feet, a central angle of 03°39'04", an arc length of 25.49 feet and a chord bearing S82°41'29"E, for 25.49 feet; (8) thence S27°00'36"W, for 131.05 feet; (9) thence S42°09'14"W, for 61.23 feet; (10) thence S37°00'10"W, for 63.00 feet; (11) thence S15°23'00"W, for 76.38 feet; (12) thence S06°47'44"E, for 101.96 feet; (13) thence S48°34'27"E, for 55.25 feet; (14) thence S15°52'02"W, for 212.90 feet; thence S75°05'20"W, leaving said westerly boundary, for 750.10 feet; thence N15°41'34"W, for 190.06 feet to the point of radial intersection with a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 109°59'49", an arc length of 48.00 feet and a chord bearing N19°18'32"E, for 40.96 feet to the point of compound curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 275.00 feet, a central angle of 03°49'07", an arc length of 18.33 feet and a chord bearing N37°35'56"W, for 18.32 feet; thence S57°49'13"W, for 108.65 feet to the POINT OF BEGINNING of the parcel herein described.

AND

Windward Ranch Phase Six

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East and a portion of the North 1/2 of Section 1, Township 7 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

BEGIN at the westerly corner of Tract "K", according to the plat of Windward Ranch Phase Two, as recorded in Map Book 78, pages 10 through 21 of the Public Records of St. Johns County, Florida; thence along the westerly and southerly lines of said plat, the following eight (8) courses; (1) thence S48°56'37"E, for 147.71 feet to the point of intersection with a curve concave to the Northeast; (2) thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 56°18'24", an arc length of 24.57 feet and a chord bearing S48°07'49"E, for 23.59 feet to the point of reverse curvature of a curve concave to the Southwest; (3) thence southeasterly along the arc of said curve, having a radius of 207.00 feet, a central angle of 46°35'14", an arc length of 168.31 feet and a chord bearing S52°59'24"E, for 163.71 feet to the point of reverse curvature of a curve concave to the Northeast; (4) thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 51°09'15", an arc length of 22.32 feet and a chord bearing S55°16'25"E, for 21.59 feet to the point of tangency; (5) thence S80°51'02"E, for 300.48 feet; (6) thence S69°24'09"E, for 69.96 feet; (7) thence N74°40'00"E, for 128.70 feet; (8) thence N57°49'13"E, for 331.15 feet to the point of intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 275.00 feet, a central angle of 03°49'07", an arc length of 18.33 feet and a chord bearing S37°35'56"E, for 18.32 feet to the point of compound curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 109°59'49", an arc length of 48.00 feet and a chord bearing S19°18'32"W, for 40.96 feet; thence S15°41'34"E, radial to last said curve, for 190.06 feet; thence N86°58'33"W, for 223.00 feet; thence S57°49'13"W, for 105.00 feet to the point of curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 106°29'54", an arc length of 46.47 feet and a chord bearing S04°34'15"W, for 40.06 feet; thence S41°19'18"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 03°03'46", an arc length of 28.06 feet and a chord bearing N47°08'49"W, for 28.06 feet to the point of reverse curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 76°33'51", an arc length of 33.41 feet and a chord bearing N83°53'52"W, for 30.98 feet to the point of tangency; thence S57°49'13"W, for 467.26 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 1040.00 feet, a central angle of 05°58'27", an arc length of 108.44 feet and a chord bearing S60°48'26"W, for 108.39 feet to the point of tangency; thence S63°47'40"W, for 50.74 feet to the point of curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 88°41'14", an arc length of 38.70 feet and a chord bearing S19°27'02"W, for 34.95 feet to the point of reverse curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 715.00 feet, a central angle of 09°18'46", an arc length of 116.22 feet and a chord bearing S20°14'12"E, for 116.09 feet to the point of reverse curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 76°09'46", an arc length of 33.23 feet and a chord bearing S53°39'42"E, for 30.84 feet to the point of tangency; thence N88°15'25"E, for 17.46 feet; thence S01°44'35"E, for 50.00 feet to the point of radial intersection with a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 95°58'16", an arc length of 41.88 feet and a chord bearing S40°16'17"W, for 37.15 feet; thence S82°17'09"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 665.00 feet, a central angle of 05°58'16", an arc length of 69.30 feet and a chord bearing S04°43'43"E, for 69.27 feet to the point of tangency; thence S01°44'35"E, for 23.02 feet; thence S88°15'25"W, for 56.88 feet to the point of curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 400.00 feet, a central angle of 29°03'25", an arc length of 202.86 feet and a chord bearing S73°43'43"W, for 200.69 feet to the point of tangency; thence S59°12'00"W, for 145.75 feet to the point of intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 300.00 feet, a central angle of 30°15'25", an arc length of 158.42 feet and a chord bearing N33°46'45"W, for 156.59 feet to the point of reverse curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 275.00 feet, a central angle of 49°36'25", an arc length of 238.10 feet and a chord bearing N24°06'15"W, for 230.73 feet to the point of tangency; thence N00°41'57"E, for 62.06 feet to the point of curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 375.00 feet, a central angle of 21°40'14", an arc length of 141.83 feet and a chord

bearing N11°32'04"E, for 140.99 feet to the point of reverse curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 1275.00 feet, a central angle of 08°43'20", an arc length of 194.10 feet and a chord bearing N18°00'31"E, for 193.91 feet; thence N77°02'52"W, for 50.00 feet to the point of intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 90°22'08", an arc length of 39.43 feet and a chord bearing N31°30'31"W, for 35.47 feet to the point of tangency; thence N76°41'35"W, for 52.26 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 425.00 feet, a central angle of 08°48'46", an arc length of 65.37 feet and a chord bearing N81°05'58"W, for 65.30 feet; thence S01°47'49"W, for 59.52 feet; thence N88°12'11"W, for 40.00 feet; thence N01°47'49"E, for 59.52 feet to the point of intersection with a curve concave to the South; thence southwesterly along the arc of said curve, having a radius of 425.00 feet, a central angle of 04°18'01", an arc length of 31.90 feet and a chord bearing S86°56'58"W, for 31.89 feet; thence N05°12'02"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the South; thence northeasterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 01°20'54", an arc length of 11.18 feet and a chord bearing N85°28'25"E, for 11.18 feet; thence N01°41'06"E, for 124.25 feet; thence N15°39'00"E, for 228.49 feet; thence N86°20'56"E, for 487.22 feet to the POINT OF BEGINNING of the parcel herein described.

AND

Windward Ranch Phase Seven

A tract of land being a portion of the South 1/2 of Section 36, Township 6 South, Range 28 East and a portion of the North 1/2 of Section 1, Township 7 South, Range 28 East, St. Johns County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 297, according to the plat of Windward Ranch Phase Two, as recorded in Map Book 78, pages 10 through 21 of the Public Records of St. Johns County, Florida ; thence S57°49'13"W, along the South line of Lots 295-297 of said plat, for 157.82 feet; thence S32°10'47"E, leaving said South line, for 97.43 feet to the POINT OF BEGINNING of the parcel described herein;

Thence S86°58'33"E, for 223.00 feet; thence S26°10'18"W, for 105.04 feet; thence S24°56'10"W, for 123.23 feet; thence S65°03'50"E, for 6.24 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 00°44'58", an arc length of 6.21 feet and a chord bearing S65°26'19"E, for 6.21 feet; thence S24°11'12"W, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 110°56'39", an arc length of 48.41 feet and a chord bearing S58°42'52"W, for 41.19 feet to the point of compound curvature of a curve concave to the Southeast; thence southwesterly along the arc of said curve, having a radius of 125.00 feet, a central angle of 04°15'50", an arc length of 9.30 feet and a chord bearing S01°06'38"W, for 9.30 feet to the point of tangency; thence S01°01'18"E, for 67.91 feet; thence N88°58'42"E, for 125.00 feet; thence S01°01'18"E, for 173.96 feet; thence S12°05'03"W, for 88.71 feet; thence S34°25'43"W, for 51.65 feet; thence S52°12'29"W, for 131.11 feet; thence S88°15'25"W, for 715.02 feet; thence N01°44'35"W, for 23.02 feet to the point of curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 715.00 feet, a central angle of 05°58'16", an arc length of 74.52 feet and a chord bearing N04°43'43"W, for 74.48 feet to the point of reverse curvature of a curve concave to the Southeast; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 95°58'16", an arc length of 41.88 feet and a chord bearing N40°16'17"E, for 37.15 feet; thence N01°44'35"W, radial to last said curve, for 50.00 feet; thence S88°15'25"W, for 17.46 feet to the point of curvature of a curve concave to the Northeast; thence northwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 76°09'46", an arc length of 33.23 feet and a chord bearing N53°39'42"W, for 30.84 feet to the point of reverse curvature of a curve concave to the Southwest; thence northwesterly along the arc of said curve, having a radius of 715.00 feet, a central angle of 09°18'46", an arc length of 116.22 feet and a chord bearing N20°14'12"W, for 116.09 feet to the point of reverse curvature of a curve concave to the

Southeast; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $88^{\circ}41'14''$, an arc length of 38.70 feet and a chord bearing $N19^{\circ}27'02''E$, for 34.95 feet to the point of tangency; thence $N63^{\circ}47'40''E$, for 50.74 feet to the point of curvature of a curve concave to the Northwest; thence northeasterly along the arc of said curve, having a radius of 1040.00 feet, a central angle of $05^{\circ}58'27''$, an arc length of 108.44 feet and a chord bearing $N60^{\circ}48'26''E$, for 108.39 feet to the point of tangency; thence $N57^{\circ}49'13''E$, for 467.26 feet to the point of curvature of a curve concave to the South; thence southeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $76^{\circ}33'51''$, an arc length of 33.41 feet and a chord bearing $S83^{\circ}53'52''E$, for 30.98 feet to the point of reverse curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 525.00 feet, a central angle of $03^{\circ}03'46''$, an arc length of 28.06 feet and a chord bearing $S47^{\circ}08'49''E$, for 28.06 feet; thence $N41^{\circ}19'18''E$, radial to last said curve, for 50.00 feet to the point of radial intersection with a curve concave to the East; thence northeasterly along the arc of said curve, having a radius of 25.00 feet, a central angle of $106^{\circ}29'54''$, an arc length of 46.47 feet and a chord bearing $N04^{\circ}34'15''E$, for 40.06 feet to the point of tangency; thence $N57^{\circ}49'13''E$, for 105.00 feet to the POINT OF BEGINNING of the parcel herein described.

Schedule B**Exhibit D****COMMON PROPERTY**

Tracts A, B and C, WINDWARD RANCH PHASE ONE, according to the plat thereof as recorded in Plat Book 75, pages 43 through 56, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

TOGETHER WITH:

Tract A, Tract B and Tract C (SWMF / UDE); Tract D, Tract E, Tract F and Tract G (Open Space); Tract H and Tract I (Buffer); Tract J, Tract K, Tract L and Tract M (Conservation), WINDWARD RANCH PHASE TWO, according to the plat thereof as recorded in Plat Book 78, pages 10 through 21, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

TOGETHER WITH:

Tract A (Conservation), WINDWARD RANCH PHASE FIVE, according to the plat thereof as recorded in Plat Book 84, pages 35 through 36, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

TOGETHER WITH:

Tract A, Tract B, and Tract C (Conservation); Tract D and Tract E (Park), WINDWARD RANCH PHASE THREE AND FOUR, according to the plat thereof as recorded in Plat Book 86, Page 18 through 23, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

TOGETHER WITH:

Tract A, Tract B, and Tract C (Conservation); Tract D and Tract E (Park); Tract F, Tract G, and Tract H (Open Space); Tract I (SWMF / UDE), Tract J (Amenity) and Tract L (A&ME), WINDWARD RANCH PHASE SIX, according to the plat thereof as recorded in Plat Book 86, Page 24 through 31, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.

TOGETHER WITH:

Tract A (Park); Tract B (Conservation); Tract C (Open Space); and Tract D (SWMF / UDE), WINDWARD RANCH PHASE SEVEN, according to the plat thereof as recorded in Plat Book 86, Page 32 through 36, inclusive, of the public records of St. Johns County, Florida, together with the common property roads shown thereon.