

**RAVENSWOOD FOREST HOMEOWNERS ASSOCIATION
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTION**

**RAVENSWOOD FOREST HOMEOWNERS ASSOCIATION
DECLARATION OF
CONVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made this 23 of March, 2006, by John A. Ginn III and Linda P. Ginn, and Seagate Homes, Inc., a Florida corporation, whose address is 421 St. Johns Ave Suite 3 hereinafter referred to collectively as "Declarant."
Palatka, Florida 32177

WITNESSETH:

WHEREAS, the Declarant is the Owner of the real property situate, lying and being in St. Johns County, Florida and described on Exhibit A attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, it is contemplated that the Property and Additional Properties, as hereinafter defined, will be developed as a single-family residential development comprised of various residential areas with streets, street lights, open spaces, green belts, recreational areas and facilities, stormwater drainage and retention areas, and other common areas and improvements for the benefit of the owners of lands from time to time made subject to the terms of this Master Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the Property values and quality of life in the Property, the personal and general health, safety and welfare of the owners of the affected lands, and for the maintenance of streets, street lights, stormwater drainage and retention areas and improvements, open spaces, green belts, recreational areas and facilities and other common areas and improvements located in the Property, and, to this end, desires to subject the Property and each Additional Property, when and if annexed, to the covenants, conditions, restrictions, easements, and liens hereinafter set forth, each of which shall be binding upon and run with the title to the Property; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, the Declarant deems it desirable to create a non-profit corporation to which may be conveyed title and delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, the Declarant, for itself and its successors and assigns, declares that the Property and, upon annexation, each Additional Property, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

RAVENSWOOD FOREST HOMEOWNERS ASSOCIATION
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

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ARTICLE I**DEFINITIONS**

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Additional Property" shall mean and refer to those real properties, together with any improvements thereon, other than the Property, which are made subject to this Master Declaration under the provisions of Article II hereof.

(b) "Area of Common Responsibility" shall mean and refer to any lands and improvements, other than Common Property, which are to be operated, maintained or improved by the Association as the result of (i) specific designation of any lands or improvements as an Area of Common Responsibility by this Master Declaration or any Supplemental Declaration, (ii) a contract between the Association, Owner or developer/builder with respect to any lands and improvements lying in or near the land included in the Development Plan, or (iii), a decision of the Board of Directors of the Association designating lands or improvements, as an Area of Common Responsibility. The Declarant hereby designates the following as Areas of Common Responsibility: (i) maintenance, repair, replacement, lighting and irrigation of all main entrance features, signs and landscaping located at the entrance(s) to the development, (ii) the maintenance, repair, replacement, lighting and irrigation of all landscaping, signs and other entry features located on the shoulders and medians of all portions of roadways included within the subdivision plat of the Property, (iii) all street lighting in the Property and (iv) maintenance operation, repair and replacement of all storm water ponds and related infrastructure on the Property. (v) operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with St. Johns River Water Management District permit requirements and applicable District rules.

(c) "Association" shall mean and refer to RAVENSWOOD FOREST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, or its successors and assigns.

(d) "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property and any Area of Common Property and any Area of Common Responsibility, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to this Master Declaration, the By-Laws and the Articles of Incorporation of the Association.

(e) "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. "Common Property" includes, without limitation any platted parcel which is part of the property and which is designated on the plat for ownership and maintenance by the Association.

(f) "The Declarant" shall mean and refer to John A. Ginn, III, and Linda P. Ginn, and Seagate Homes, Inc., a Florida corporation, and their/its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

(g) "Development Plan" shall mean and refer to the nonbinding, general scheme of intended uses of the lands included in the Ravenswood Forest PUD Development Plan, as approved by St. Johns County, Florida, as amended from time to time, and further described in Section 4 of Article II of this Master Declaration.

(h) "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article III, Section 2 hereof.

(i) "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee simple title to each Parcel included in the Property (other than the Association); but, notwithstanding any applicable

theory of the law of mortgages. Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. In the event any life estate created with respect to any Parcel in the Property, the Owner of the life estate shall be deemed to be the owner for purposes of this definition for so long as the life estate shall exit.

(j) "Parcel" shall mean and refer to each Residential Unit from time to time subject to the terms of this Declaration.

(k) "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used by support, situate or intended to be situate on the boundary line between adjoining, separately owned improvements.

(l) "Property" shall mean and refer to the real property described on Exhibit "A" attached to this Declaration. The transfer of the Property does not automatically transfer the responsibilities under the St. Johns River Water Management District (SJRWMD) permit to the grantee. Unless the St. Johns River Water Management District permit is transferred to the grantee, in accordance with the applicable rules of the SJRWMD the permit holder will remain liable for compliance with all conditions of said permit. The transfer or conveyance of the Property does not effect the rights, responsibilities, conditions, obligations, or liabilities under the SJRWMD permit, unless specifically modified by the SJRWMD.

(m) "Residential Unit" shall mean and refer to each separately described portion of the Property which is intended to be occupied as a single-family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

(n) "Supplemental Declaration" shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of this Declaration to Additional Property.

(o) "Surface Water or Storm Water Management System" shall mean a system which is designed and constructed or implemented to control discharges which necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

(p) "Maintenance of the surface water or stormwater management system(s)" shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION AND ADDITIONAL PROPERTY

Section 1. Property Subject to Declaration. The Property is and shall be held, transferred and occupied subject to this Declaration.

Section 2. Additional Property. The Declarant (joined by the owner of the lands if other than the Declarant) shall have the sole right but not the obligation to bring within the scheme of this Declaration, as Additional Property, additional properties within the Development Plan or in the vicinity of the Property included in the Development Plan at any time within twenty (20) years from the date this Declaration has been recorded, which annexation may be accomplished without the consent of the Association, its Members, the Owners or Occupants of the Property, any mortgage or lien holder or anyone else.

Section 3. Method of Annexation. The additions authorized under this Article shall be made by filing of record a Supplemental Declaration with respect to the Additional Property which shall extend the scheme of the covenants and restrictions of this Declaration to such Additional Property. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain such terms and provisions not inconsistent with this Declaration as may be desirable to reflect the different character, if any, of the real property being annexed or the various housing or community style characteristics and development approaches being implemented, all of which may be significantly at variance with that of the Property.

Owner, upon recordation of any Supplemental Declarations, shall also have a right and nonexclusive easement of use and enjoyment in and to the Common Property within the real property so annexed and an obligation to contribute to the cost of improvement, operation and maintenance of such Common Property within the annexed lands. Any Supplemental Declaration may provide for an annexation to be conditioned upon the occurrence of one or more conditions precedent to the effectiveness of the annexation; provided, however, that such conditions must be such as to be satisfied or fall within forty (40) years from the date this Declaration has been recorded.

Any Supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

As to any Additional Property brought within the scheme of this Declaration, the Owner or the Declarant may also subject such property to a declaration of condominium or other covenants and restrictions not inconsistent with this Declaration.

Section 4. Non-Binding General Plan of Development.

(a) Purpose. The Development Plan, illustrated by Exhibit "B" attached hereto, is the dynamic design for the development of the Ravenswood Forest single-family residential development which may be modified and amended by the Declarant during the several years required to develop the community. The Development Plan shall not bind the Declarant to make the additions to the Property which is shown on the Development Plan or to improve any portion of such real estate in accordance therewith. Nothing herein shall be interpreted as requiring annexation of any of said lands or, if annexed, that they be annexed in any particular sequence or configuration or that they be annexed in whole tracts. Nothing in this Declaration or in any Supplemental Declaration shall be construed to affect or encumber any portion of the lands in the Development Plan prior to annexation. In addition, the Declarant reserves the right but shall not be obligated to annex portions of the lands which are not part of the Development Plan if permitted to do so by governmental authority.

(b) Amendments. The Declarant hereby reserves the right to amend the development plan in response to changes in technological, economic, environmental, social or other conditions affecting the development or marketing of the Property and in response to changes in the requirements of government agencies or financial institutions.

(c) Interpretation. Nothing contained in this Declaration, any Supplemental Declaration or the Development Plan shall be interpreted to:

(i) Require the Declarant or any other person or entity to annex any real property (other than the Property) to the scheme of this Declaration; or

(ii) Prevent any property not theretofore annexed from being subjected to another, independent declaration or scheme of development, even though such property may be encompassed by the Development Plan.

Section 5. Merger or Consolidation. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of each may, by operation of law, be transferred to the surviving or

consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger or consolidation. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration and any Supplementary Declaration within the Property, together with the covenants and restrictions established upon any other properties, as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration or any Supplemental Declaration within the Property. A merger or consolidation has no effect or bearing on the holder of the SJRWMD permit nor does such merger or consolidation have an effect on the responsibilities and rights as defined by the SJRWMD permit unless said permit is properly transferred or modified in accordance with the applicable SJRWMD rules. A merger or consolidation shall require the assent of a majority of the Members other than Class B Members who are voting in person or by proxy at a meeting duly called for this purpose, and the assent of the Class B Member, if any.

Section 6. Declarant Consent to Amendment of Articles. This Article II may not be amended without the written consent of the Declarant.

ARTICLE III

STRUCTURE, POWERS AND DUTIES OF, AND MEMBERSHIP AND VOTING RIGHTS IN, THE ASSOCIATION

Section 1. Association. The Association shall be a nonprofit corporation charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws and this Declaration. Copies of the Association Articles of Incorporation and Bylaws are attached hereto as Exhibits "C" and "D", respectively. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) officers, directors, representatives or employees of the Declarant. A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws.

Section 2. Membership. The Declarant and each Owner shall be Members of the Association. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

(b) Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to more than one (1) Parcel for the purpose of development and sale and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to 3 votes for each Residential Unit owned by a Class "B" Member. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or
- (ii) Twenty (20) years from the date of recording this Declaration; or

- (iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status. The Class "B" members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

Section 4. The Declarant Veto Power. From and after the termination of the Class "B" membership, the Declarant shall have a veto power over all actions of the Association and the Board of Directors in the Association. The Declarant may not exercise the veto if the exercise of said veto would cause the Association to be in violation of the SJRWMD permit. This power shall expire when the Class "A" vote, other than that held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or December 31, 2026, whichever occurs first. The veto shall be exercised as follows:

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

(i) The Declarant shall have been given written notice of each members of the Members and the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

(ii) The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (iii) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

(iii) If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) days after receipt of such notice to exercise its veto.

Section 5. Multiple Owner. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

Section 6. Duties, Power and Authority of the Association. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, any Supplemental Declaration, the Articles of Incorporation and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and

Areas of Common Responsibility. The association shall be responsible for the maintenance operation and repair of the surface water or stormwater management system.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of this Declaration, the Association, the Declarant (until the Declarant transfers ownership of the last Residential Unit owned by Declarant) and every Member of the Association shall have a non-exclusive right, license, privilege and easement of use and enjoyment in and to the Common Properties and such rights shall be appurtenant to and shall pass with the title to every Parcel in the Property subject to the St. Johns River Water Management District Permit Number 40-109-81153-1, and that certain Conservation Easement dated October 4, 2005 and recorded in Official Records Book 2554, Pages 26-32, Public Records of St. Johns County, Florida, and Partial Release of Conservation Easement as recorded in Official Records Book ~~2674~~ ²⁵⁵ Page(s) ~~357~~ ³⁵⁷ of the Public Records of St. Johns County. Said rights shall include, but not be limited to, the following:

- (a) Right-of-way for ingress and egress by vehicles or on foot, in, through, over, under and across the streets, roads and walks in the Common Properties for all lawful purposes; and
- (b) Rights and easements of drainage across stormwater drainage and retention structures and areas, and to connect with, maintain and make use of utility lines, wires, pipes, conduits and cable television lines which may from time to time be in or along the streets and roads of other areas of the Common Properties; and
- (c) Rights to use and enjoy the Common Properties for any purpose not inconsistent with this Declaration, and applicable Supplemental Declaration, the Bylaws and rules and regulations of the Association, or governmental regulations.

Section 2. Title to Common Properties. The Declarant may retain the legal title to all or any portion or portions of the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. The Declarant may convey or turn over certain items of the Common Properties and retain others. The Declarant hereby covenants, for itself, its successors and assigns, that it shall convey to the Association all then-existing and completed Common Properties located within the Property no later than at such time as Declarant has conveyed to Owners fee simple title to seventy-five percent (75%) of the gross land area within the Development Plan. The conveyance of the Common Properties to the Association shall be deemed to contain the following covenant which shall run with the land, whether or not specifically set forth in such conveyance, and shall be binding upon the Association, its successors and assigns, for so long as such property shall remain subject to this Declaration:

In order to preserve and enhance the property values and amenities of the Property, the Common Properties and all landscaping and drainage and other improvements now or hereafter built or installed thereon shall at all times be maintained in good repair and condition and shall be operated in accordance with high standards.

Section 3. Extent of Members' Easements. The rights and non-exclusive easements of use and enjoyment created hereby shall be subject to the following:

- (a) The Association, subject to the rights of the Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- (b) The right of the Declarant, without Owner or Association approval prior to conveyance of title to the Association, and the right of the Association thereafter, to grant or dedicate to any Owner, to any governmental agencies and/or to any utility companies, and to reserve easements and rights-of-way, in, through, under, over and across the Common Properties for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer,

drainage, cable television, telephone, electricity, and other utilities, and for the completion of the development subject at all times to the terms and conditions of the Conservation Easement(s) and St. Johns River Water Management District permit. No improvement or material may be placed upon any such easement as may damage or interfere with the installation and maintenance of utilities or that may change the direction, or affect the flow, of drainage.

(c) The easements and rights of the Declarant reserved by this Declaration.

(d) The right of the Association to grant non-exclusive, permanent rights of use and enjoyment in the Common Properties to the owners and occupants of lands and improvements encompassed by the Development Plan but not located with the Property in exchange for services, payments or other consideration, as described in Section 12 of Article VII hereof.

Section 4. Phase of Development in Which Common Property Located Not Controlling as to Use. Designation by the Declarant of property as Common Property shall result in general Association membership use and enjoyment entitlement regardless of the tract or phase in which the Common Property is located.

Section 5. Easement Reserved to the Declarant Over Common Property. The Declarant hereby reserves to itself and its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone and electrical equipment, gas, cable television, drainage facilities, ditches or lines, or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Property, (2) the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance, (3) the right to locate thereon wells, pumping stations and irrigation systems and lines, (4) the right and easement of ingress and egress for purposes of development, construction and marketing, and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of all present and future phases of the Development Plan; provided, however, that said reservation and right shall not be considered an obligation of the Declarant to provide or maintain any such utility, development, or service. The Declarant also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Properties, easements, or green belts. Finally, the Declarant reserves the right to use the Common Properties in its efforts to market the Property. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant after conveyance of Common Properties to the Association until such time as the Declarant has sold or committed to separate scheme of development all lands in the Development Plan. This Section may not be amended without the written consent of the Declarant.

Section 6. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, the Declarant, and the Owners, all as more specifically set forth elsewhere in this Declaration; and any Owner or the Declarant may also grant the benefit of such easement, license, right or privilege to tenant and guests for the duration of their tenancies or visits, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.

Section 7. Easement for Encroachments. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Parcel or Common Property, it shall be deemed that the Owner of such Parcel or the Association, as the case may be, has granted a perpetual easement to the Owner of the adjoining Parcel or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvements.

Section 8. Easement for Access and Drainage The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the

surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Drainage swales, or portions thereof, constructed on lots for the purposes of conveying the flow of stormwater will be maintained by each lot owner. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on their respective lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which will assure that the swales are providing the drainage, water storage, conveyance or other stormwater management functions as permitted by the St. Johns River Water Management District. Activities that impede the function of these swales is prohibited.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

The Association's Board of Directors shall have the authority to obtain insurance for insurable improvements on the Common Property owned by it, and on any Area of Common Responsibility, against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief, and to obtain public liability policies covering the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members or agents, and, if obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverages, contain such deductibles provisions and be in such limits as shall be determined by the Board of Directors. The Association shall also have the discretion to self-insure against any risk. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or relate to the Common Property or the Areas of Common Responsibility.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association, as Trustee, for the respective benefited parties. Exclusive authority to adjust losses under policies in force on the Common Properties and obtained by the Association shall be vested in the Association's Board of Directors; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section I. Creation of the Lien and Personal Obligation of Assessments

(a) Each Owner by acceptance of a deed to any Parcel included in the Property, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments, and (3) individual assessments. Said assessments shall be fixed, established and assessed to the Owners as hereinafter provided. The assessments together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Parcel against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person who was the Owner of such Parcel at the time when the assessment fell due.

(b) Exempt Property. The following property now or hereafter subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (i) All Common Property; and

- (ii) Any property owned by Declarant.

Except as set forth in this subsection, no land or improvements in the Property shall be exempt from assessments, charges or liens. No Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of the Common Properties.

Section 2. Purpose of Assessments. The assessments levied by the Association may be used for the purpose of promoting the recreation, health, safety and welfare of the lands and Owners in the Property, for the performance by the Association of its duties and the exercise of the powers conferred upon it, for the improvement and maintenance of properties, services and facilities which have been or will be constructed, installed or furnished upon, and which are devoted to the purpose and related to the use and enjoyment of, the Common Properties, the Areas of Common Responsibility, and for such other purpose as may be deemed desirable or appropriate from time to time by the Board of Directors, including but not limited to:

- (a) Payment of operating expenses of the Association; and
- (b) Lighting, improvement and beautification of access ways and easement areas, and the acquisition, maintenance, repair and replacement of project identification signs, directional markers and traffic control devices, and the costs of controlling and regulating traffic on the access ways; and
- (c) To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association or the Common Properties. Such taxes and assessments may be contested or compromised by the Association. It is the intent of this Declaration that, inasmuch as the interest of each Owner to use and enjoy the Common Property constitutes an interest in real property on a proportionate basis appurtenant to each benefited Parcel, the value of the interest of each Owner in such property shall be included in the assessed value of each Parcel and any taxes levied directly against such community property should be of a nominal nature; and
- (d) Management, maintenance, improvement and beautification of landscaping and stormwater drainage and retention features on Common Property and the Areas of Common Responsibility; and
- (e) Repayment of deficits previously incurred by the Association, if any, in making capital improvements to or upon the Common Property or the Areas of Common Responsibility, and in furnishing services to or for the Members of the Association; and
- (f) Repair and maintenance of all streets and roadways situated upon the Common Property or the Areas of Common Responsibility which have not been dedicated to any governmental unit; and
- (g) Funding of appropriate reserves for future repair and replacement; and
- (h) Doing any other thing necessary or desirable in the judgment of said Association to keep the Property and the Common Property, the Areas of Common Responsibility neat and attractive or to preserve or enhance the value thereof, or to eliminate fire, health or safety hazards, or which, in the judgment of the said Association, may be of benefit to the Owners or occupants of the Property.
- (i) Maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 3. Determination of Assessments.

- (a) Operating Budget. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare and approve a budget covering the estimated costs of operating the Association during the coming year, including but not limited to operational items such as overhead and indirect costs, insurance, utilities, taxes, repairs, reserves, maintenance and other operating expenses, as well as charges to

cover any deficits from prior years, and such capital improvement budget items as approved by the Board pursuant to Subsection (b) below.

(b) Capital Budget. The Board of Directors annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required annual capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect to both amount and timing. The annual capital contribution required shall be fixed by the Board and included within the annual operating budget and assessments. A copy of the capital budget shall be distributed to each Member as an Appendix to the operating budget.

(c) Adoption of Budget. The Board shall cause a copy of the budget and the projected assessments to be levied for the following year, broken down according to type of Parcel, to be delivered to each Member at least twenty-one (21) days prior to the end of the Association's fiscal year. The budget and the assessments shall become effective unless and until disapproved at a special meeting of the Members held on or before sixty (60) days after the proposed budget and assessments are mailed to the Members, by a vote of two-thirds (2/3) of the membership of the Association. In the event that the membership so disapproves the proposed budget for the succeeding year, or in the event the Board shall fail to propose a budget, then and until such time as a new, acceptable budget shall have been determined, the budget in effect for the preceding year shall continue for the succeeding year.

(d) Allocation of Assessments Among Parcels. The Operating Budget of the Association shall be assessed against all non-exempt Owners and non-exempt Parcels in the Property in proportions based upon an equal pro rata assessment against each Residential Unit, with variations according to Residential Unit type being permitted.

Section 4. Special Assessments.

(a) Special Assessment. In addition to the annual assessments established pursuant to Section 3 hereof, the Board of Directors of the Association may levy at any time a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Property or any Area of Common Responsibility, including the necessary fixtures and personal property related thereto, for the purpose of covering any insufficiency of assessments to fund the actual monetary needs of the Association over and above the budgeted annual assessments, or for any other use or purpose deemed desirable or appropriate by the Board of Directors; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members (without regard to class) who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(b) Individual Assessments. The Association may levy an individual assessment upon any Owner to cover the costs incurred by the Association due to that Owner's failure to maintain its Parcel pursuant to the standards set forth in this Declaration, or to reimburse the Association for any damage to any Common Property or any Area of Common Responsibility caused by any Owner or its lessee or invitee, or for any other purpose permitted by this Declaration or any Supplemental Declaration.

Section 5. Date of Commencement of Assessments; Initial Annual Assessment; Due Dates. The annual assessments provided for herein as to the Property shall commence on the first day of the first full calendar month following the recordation of this Declaration. The annual assessment for each Additional Property shall commence upon the first day of the first full calendar month after the recordation of the applicable Supplemental Declaration.

The annual assessment for the Property shall be Twenty-Five Dollars (\$25.00) per Residential Unit (prorated for calendar year in which this Declaration is recorded). The annual assessment shall be due and payable quarterly in advance beginning at the time the initiation fee is due. A seventy-five dollar (\$75.00) initiation fee per Residential Unit is first occupied or at the closing of the first sale of any Residential Unit subsequent to insurance of a certificate of occupancy for each such Residential Unit, whichever occurs first. As to each Additional Property, the initial annual assessment for each Parcel in the Additional Property shall be as set forth in the pertinent Supplemental Declaration.

Annual assessments shall be due, in advance, on or before the commencement of the year for which imposed; provided, however, the Board of Directors shall have the discretion to collect assessments in installments over the year for

which imposed at such payment intervals as it shall determine. In the event of such deferred payments, the Board shall also be permitted to charge a uniform rate of interest upon the amounts from time to time remaining unpaid at any rate deemed appropriate by the Board; provided, however, such rate shall not exceed the statutory usury limit then existing. The Board may accelerate the unpaid balance of any assessment upon default in the payment of any installment thereon.

The amount of the annual assessment to be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any Additional Property annexed at a time other than at the beginning of an assessment period.

Section 6. Certificate of Payment. Upon request, the Association shall furnish to any Owner liable for assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence in favor of third parties of payment of any assessment therein stated to have been paid.

Section 7. Effect of Non-payment of Assessment. If any assessment is not paid on the date when due, then such assessment shall become delinquent and the delinquent assessment, together with interest thereon and/or late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, as herein provided, shall be secured by a continuing lien on the lands and improvements located thereon with respect to the ownership of which the assessment accrued which shall bind such lands and improvements in the hands of the then Owner, its heirs, successors, personal representatives and assigns. The Association's authority to impose a lien for such non-payment of any assessment is expressly authorized by this governing document pursuant to section 720.305 Florida Statutes (2005). Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any institutional first mortgage, as hereinafter provided. The personal obligation of the then Owner to pay such assessment, however, shall remain as his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

If the assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest rate allowed by Florida law or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action at law for collection against the Owner personally obligated to pay the same and/or to foreclose the lien against the lands and improvements, and there shall be added to the amount of such assessment the aforesaid interest, late charges, if any, costs of collection and court costs, and reasonable attorneys' fees, including court costs and attorneys' fees upon appeal, and the said costs of collection shall be recoverable whether or not suit be brought.

If it becomes necessary for the Association to file a claim of lien against any Parcel, a lien fee in an amount set by the Board of Directors may be charged by the Association. Such lien shall be added to the unpaid assessment and same shall be secured by the lien hereby created.

Section 8. Subordination of the Lien to Certain Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien mortgage or mortgages now or hereafter placed upon any Parcel in the Property and held by a commercial or savings bank, savings and loan association, trust company, credit union, industrial loan association, insurance company, pension fund, or business trust, including but not limited to a real estate investment trust, any other lender regularly engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution or agency which has insured the loan of any such lender, or any combination of any of the foregoing entities, provided, however, that a sale or transfer of any Parcel pursuant to a decree of foreclosure, or pursuant to any proceeding in lieu of foreclosure, shall not relieve such Parcel from liability for any assessments which thereafter become due, nor from the lien of any subsequent assessment. Said assessment liens, however, shall be subordinate to the lien of any such mortgage or mortgages hereafter placed upon the Property subject to assessment.

Section 9. Adjustment or Abatement of Assessments to Reflect Varying Levels of Services. The Board of Directors is authorized to enter into agreements with or to grant concessions to any Owner, group of Owners, any condominium or similar association, or any Owner of lands lying within the Development Plan, whereby said second party

may perform as to the affected lands or any right-of-way or Area of Common Responsibility in or adjacent thereto, any one or more of the functions, duties or prerogatives of the Association and to receive in exchange therefor a reduction or moratorium on any assessments or any other obligations to the Association which otherwise would be payable by said second party and same shall not be considered as discrimination among the Owners. Furthermore, in determining assessments payable by the Owners, the Board of Directors may in its discretion allocate among the Owners affected or benefited the varying cost components of the budget to reflect varying levels of services to different Owners.

Section 10. Association Agreements for Use of Common Property. The Board of Directors shall have the authority to grant to the owners and occupants of lands and improvements not subject to the scheme of this Declaration non-exclusive rights of use and enjoyment in and to the Common Properties and improvements thereon in consideration of services, payments, or both, or any other consideration passing to or for the benefit of the Association in such amounts and upon such terms as shall be acceptable to the Board in its discretion. The services therein referred to may include but are not limited to the performance of one or more duties, functions or prerogatives of the Association such as but not limited to maintenance or improvement of any Area of Common Responsibility.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Control; ARB. All lands and improvements in the Property are subject to architectural and environmental review. This review shall be in accordance with this Article and the Ravenswood Forest Planning, Construction and Development Criteria described below. No sitework, landscaping, utilities extensions, drainage improvements, paving, parking areas, building, fence, wall or any other physical or structural improvement, or change or alteration to the exterior of any existing structures or improvements, or to any existing landscaping, shall be commenced, erected or maintained until the plans and specifications showing the nature, size, workmanship, design, signs, shape, finished grade elevation, height, materials and color of the same, together with a detailed landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, shall have been submitted to and approved in writing by the Architectural Review Board (the "ARB") as to consistency with the Development Plan and the Ravenswood Forest Planning, Construction and Development Criteria (the "Planning Criteria"), harmony of exterior design and materials, location in relation to surrounding structures, and drainage features and topography.

The ARB shall promulgate and revise from time to time the Planning Criteria for the Property which shall, at a minimum, be consistent with the regulations of any governmental agency with jurisdiction to regulate the planning, construction and development of the Property. The Planning Criteria shall be set forth in writing and made available to all builders doing business in the Property, and to all Members and prospective Members of the Association. The Planning Criteria may include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration, including without limitation minimum square footage requirements for Residential Units.

So long as the Declarant owns any lands subject to this Declaration or any Supplemental Declaration, the Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board of Directors of the Association. The ARB shall consist of no less owners or occupants of the Property. The Declarant may at any time assign in writing its powers of removal or appointment to any entity or person subject to such terms and conditions as the Declarant may choose to impose. Nothing herein contained shall be deemed to limit the right of an Owner to finish or alter the interior of that Owner's improvements as that Owner deems appropriate or desirable. The concurrence of a majority of the members of the ARB shall be required for any decision of the ARB.

The conclusion and opinion of the ARB shall be binding. If in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that proposed improvements, alteration, etc., is not consistent with the Planning Criteria or the Development Plan, such alteration or improvement shall not be made.

Section 2. Approval or Disapproval. Unless waived by the ARB, all plans and specifications shall be prepared by a Florida licensed or certified architect or engineer, said person to be employed by and at the expense of the Owner making the application. Approval of the plans and specifications may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the reasonable dissatisfaction of the ARB with the location of the structure on the lot, the elevation, the color scheme, the finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Property, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the ARB, will render the proposed item of improvement inharmonious or out of keeping with the general Development Plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. The Owner shall obtain a written receipt for the plans and specifications from an authorized agent of the ARB. Plans and re-submittals thereof shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be an approval of the plans as submitted or resubmitted. The ARB approval or disapproval, as required by this Declaration, shall be in writing and shall accompany one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans and specifications, the disapproval shall be accompanied by a written outline of the reason or reasons for such disapproval. The remaining copy shall become the Property of the ARB.

Section 3. Violations; Waiver. The work approved must be performed strictly in accordance with the plans, specifications and plot plans, as submitted and approved. If after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the Property otherwise than as approved by the ARB, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the ARB having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value be deemed to comply with all of the provisions hereof, unless a notice of such noncompliance executed by any member of the ARB shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these provisions. Upon approval of the ARB, it shall be conclusively presumed that the location and exterior configuration of any building, structure or other improvement placed or constructed in accordance with the approved plans and specifications does not violate the provisions of this Declaration. The approval of the ARB of any plans or specifications submitted for approval as herein specified shall not be deemed to be a waiver by the ARB of its rights to object to any of the features or elements embodied in such plans or specifications if or when the same features or elements are embodied in any subsequent plans or specifications submitted, nor shall its approval be deemed approval of any plan or design from the standpoint of structural safety or conformance with building or other codes.

Section 4. Variances. The ARB may authorize variance from compliance from any of the architectural provisions of this Declaration or the Planning Criteria, including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variances must be evidenced in writing and must be signed by at least two (2) members of the ARB and shall be effective upon delivery to the Owner. If such variances are granted, no violation of this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Parcel and the particular provision covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the use of the Owner's Parcel including but not limited to zoning ordinances and setback requirements imposed by St. Johns County and the permit requirements of the St. Johns River Water Management District.

Section 5. Waiver of Liability. Neither the Declarant, the ARB, any member of the ARB, or the Association, or any of their representatives shall be liable in damages to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans, or failure to approve any plans. Every person who submits plans for approval agrees, by submission of such plan, and every Owner or occupant of any Parcel agrees, by acquiring title thereto or an interest therein, that it will not bring any action proceeding or suit to recover any such damages. Approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents pursuant hereto or otherwise is given solely to protect the aesthetics of the Property and shall not be deemed a warranty, representation or

covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereof complies with, or is not in violation of, any applicable law or codes, rules or regulations.

The Declarant, the ARB, or any agent or architect thereof shall not be responsible in any way for any defects in any plan or specifications submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans and specifications.

The Article may not be amended without the Declarant's written approval so long as the Declarant owns any Parcel.

Section 6. Enforcement of Planning Criteria. The Declarant and the Board of Directors shall have the standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should the Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and costs incurred, whether or not judicial proceedings are involved, including the attorneys' fees and costs incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, the Declarant and the Association shall have the right to enter upon the Owner's property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge the cost thereof to the Owner. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Parcel for any trespass or damages or injury to the Property or person unless caused by negligence or intentional wrongdoing.

Section 7. Term of Approval. Approval by the ARB shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30)-day period specified in Section 2 hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall have expired and no construction shall thereafter commence without written renewal of such prior approval.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Owner's Responsibility; Default. It shall be the affirmative duty of each Owner at all times to keep and maintain the improvements, landscaping and stormwater drainage and retention improvements located on and serving to drain only its Parcel in good and presentable condition and repair consistent with the approved plans and specifications therefore. The Association shall have the right to provide exterior maintenance upon any Parcel and improvements thereon in the Property in the event of default by any Owner in that Owner's duties hereby imposed; subject, however, to the following provisions. Prior to performing any maintenance on an Owner's property, the Board of Directors of the Association shall determine that same is in need of repair or maintenance and is detracting from the overall appearance of the Property. Except in the event of an emergency, prior to commencement of any maintenance work, the Board of Directors must furnish fifteen (15)-days' written notice to the Owner at the last address listed in the Association's records for said Owner notifying the Owner that unless certain specified repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said repairs and charge same to the Owner. Upon the failure of the Owner to act within said period of time and to thereafter diligently pursue repairs or maintenance, the Association shall have the right to enter in or upon any Parcel and the exterior of any improvements located thereon, or to hire personnel to do so, to make such necessary repairs or maintenance as is specified in the written notice. In this connection, the Association shall have the right to do such things as, but limited to, paint, repair, replace and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Property. The Declarant and the Association, or their agents or employees, shall not be liable to the Owner for any trespass or damages or injury to the Property or person of the Owner or the occupants or invitees of the affected Parcel or improvements thereon unless caused by negligence or intentional wrongdoing.

Section 2. Assessment of Cost. The cost of the repair or maintenance referred to in Section 1 shall be assessed as an individual assessment against the Owner of the Parcel or improvements upon which such maintenance is done. Said individual assessment shall be secured by a lien upon the affected parcel and improvements and shall also constitute a personal obligation of the Owner. The individual assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Owner, and costs of collection and attorneys' fees, in the same manner as delinquent annual assessments.

Section 3. Access at Reasonable Hours. For the purpose of performing the repairs or maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right to enter upon any Parcel and the exterior of any improvements thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made on any day and at any hour.

Section 4. Association Maintenance Responsibility. Association shall maintain and keep in good repair the Common Property and Areas of Common Responsibility, and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provision contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property and Areas of Common Responsibility. It shall also be the affirmative duty of the Association to maintain as a Common Expense all stormwater drainage and retention improvements and features located in the Property or Areas of Common Responsibility and comprising part of the master stormwater drainage plan for Ravenswood Forest. All maintenance of each Parcel in the Property and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner of such Parcel.

ARTICLE IX

RESTRICTIVE COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions which shall be binding upon each and every Owner and its heirs, personal representatives, tenants, invitees, successors and assigns, as follows:

Section 1. Water and Sewage Facilities. No individual water supply system or individual sewage disposal system shall be permitted on any Parcel.

Section 2. Landscaping. Landscaping on each Parcel and stormwater drainage and retention features located on and serving only that Parcel shall be continuously maintained in good, aesthetically-pleasing condition by the Owner thereof. The Owner of each Parcel abutting a body of water or any canal shall maintain the shoreline of said Parcel by mowing and keeping the parcel free of debris and trash consistent with applicable environmental regulations.

Section 3. Obnoxious or Offensive Activity. No obnoxious or offensive activity shall be allowed upon the Property, nor shall any use or practice be allowed which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Parcel or any improvements thereon or of the Common Property, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed.

The use, enjoyment and occupancy of the Property shall be in such a manner so as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, direct or fly ash; unusual fire or explosive hazards; or vibration.

Section 4. Rules and Regulations. Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Property shall be observed by the Owners and occupants thereof. Such rules and regulations may involve such matters as multi-family structures, air conditioning units, signs, mailboxes, temporary structures, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state

of repair of vehicles, tree removal, gutters, pets, game and play structures, swimming pools, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained. Copies of such rules and regulations shall be made available to each Owner prior to the time same become effective.

Section 5. Animals. Birds, dogs and cats may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Birds, dogs and cats which are kept as pets shall be sheltered inside structures; no animal shelter shall be permitted outside. All dogs and cats must be leashed when outside and shall not be permitted to run loose. Subject to the other requirements of this section and any regulations adopted by the Board, a maximum of 3 felines or canines over 4 months of age may be kept in a Residence on a Lot. No other animals, fowl, reptiles or livestock shall be kept or maintained in the Property. No animal, etc., shall be permitted to remain if it disturbs the tranquility of the Property or the Owners or tenants thereof.

Section 6. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building. Trash cans may only be placed at the curb at the front of the property no earlier than the evening before or the morning of trash pick up days.

Section 7. Storage Receptacles. No fuel tanks or similar storage receptacles shall be allowed on any Lot without the express written consent of the ARB. No fuel tanks or similar storage receptacles may be exposed to view, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established by the ARB.

Section 8. Vehicles and Repair. No inoperative cars, motorcycles, trucks or other types of vehicles shall be allowed to remain either on or adjacent to any Parcel for a continuous period in excess of forty-eight (48) hours; provided, however, this provision shall not apply to any such vehicle being kept in a garage and not visible from the street or any neighboring Parcel. Additional rules and regulations regarding use, repair and storage of vehicles in the Property may be promulgated from time to time by the Board of Directors.

Section 9. Temporary Structures. No building or structure of a temporary character, including trailers, tents and shacks shall be permitted in the Property unless prior written approval of the ARB is obtained; provided, however, temporary improvements used solely in connection with the construction of approved permanent improvements shall be permitted so long as located as inconspicuously as possible and removed immediately upon completion of such construction.

Section 10. Signs. No signs, advertisements, billboards, solicitation or advertising structures of any kind shall be erected, modified or maintained on any Parcel, unless prior written approval of the ARB is obtained; provided, however, street numbers and name signs on individual Residential Units and one sign containing not more than eight (8) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of Parcels for sale shall be permitted without prior approval. The restrictions of this section shall not apply to the Declarant.

Section 11. Air-Conditioning Equipment. No air conditioning equipment which is visible on the exterior of any improvement shall be permitted in the Property unless approved by the ARB. The ARB prohibits window air-conditioning units.

Section 12. Drainage Structures. No person (other than the Declarant), without the prior written approval of the ARB, shall obstruct, alter or in any way modify the method and/or structures of drainage utilized or now or hereafter installed by the Declarant or the Association from, on and over any Parcel, Common Property or any Area of Common Responsibility; nor shall any structure be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation.

Section 13. Antennae, Aerials, Satellite Dishes and Flag Poles Except as initially constructed by Declarant, no outside antennas, antenna poles, antenna masts, satellite television reception devices larger than eighteen

inches (18") in diameter, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved in writing by the Architectural Review Committee. Satellite television reception devices no larger than eighteen inches (18") in diameter are permitted without Architectural Review Committee approval if the devices are affixed to the rear portion of a Residence or placed in the rear yard. Owners shall use their best efforts to locate the satellite television reception devices so they are not visible from the street fronting the building. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by Architectural Review Committee, as to its design, height, location and type of flag.

Section 14. Subdivision. No part of the Property shall be further subdivided except as platted without the prior written consent of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter by the Board of Directors.

Section 15. Completion of Construction. After commencement of construction of any improvements in the Property, the Owner shall diligently prosecute the work thereon, to the end that the improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Owner of the Parcel on which improvements are being constructed shall at all times keep public and private streets contiguous to the Parcel free from any direct, mud, garbage, trash or other debris which might be occasioned by construction of the improvement.

Section 16. Excavation. No clearing or excavation shall be made except in connection with the construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as provided on the approved plans for landscaping.

Section 17. Maintenance of Protective Screening. Excluding that area comprising an Area of Common Responsibility to be maintained by the Association, any protective screening constructed along exterior Parcel lines as a buffer against the encroachment of noise, dust and/or visual pollution, or other adverse influences, shall be maintained by the Owners of such Parcel, at such Owners' expense, including the repair and replacement thereof from time to time, for so long as such buffer shall continue necessary by virtue of the continued adverse influence on the adjacent properties, which such necessity shall be determined by the ARB.

Section 18. Utility Service. No "service lines" shall be constructed, placed or maintained anywhere in or upon the Property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements; provided electrical transformers may be permitted if properly screened and approved by the ARB. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service poles incident to the construction of approved improvements. The foregoing shall not apply to "transmission lines" now or hereafter existing on the Property. As used herein, the term "service line" shall include lines, wires, or other devices for the communication or transmission of electric current or power on any site or part thereof, including without limitation telephone and television signals. As used herein, the term "transmission line" shall include such master lines, wires, etc. as transmit the current or power to the Parcels or parts thereof, and from which the "service lines" run.

Section 19. Mailboxes. Mailboxes shall be "cluster" type boxes and shall be maintained by the Post Office. No other mailboxes shall be permitted in the Property.

Section 20. Changes to Development Plan. No Owner shall seek directly or indirectly to change or amend any aspect of the Development Plan which such change or amendment would in any manner affect any part of the lands included in the Development Plan and land lying outside of that Owner's Parcel, including but not limited to any change in permitted density of development, permitted land use, stormwater drainage requirements or otherwise, without the prior written consent of the Declarant, which consent may be granted or denied by the Declarant at its sole discretion.

Section 21. Clotheslines. No clotheslines shall be permitted in the Property.

Section 22. Play Structures and Yard Accessories. All yard accessories and play structures, including basketball backboards and any other fixed games, shall be located at the side or rear of the residential structure, or to the rear of the residences on corner Parcels, within the set back lines.

Section 23. Trees. Trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed from the Property without the prior written consent of the ARB unless the trees are located within six feet (6') of the residence or its proposed location as approved by the ARB.

Section 24. Sidewalks. There shall be constructed upon Residential Units on one side of the street only in accordance with the applicable regulations of the governmental agency or agencies with jurisdiction, at the expense of the Owner thereof, a sidewalk in front of the lot, and on the side if the Residential Unit is a corner lot, on or before the earlier of completion of construction or occupancy of the residence.

Section 25. Garages. No garage shall be converted to living area without prior ARB approval.

Section 26. Fences. No fences shall be erected without prior ARB approval.

ARTICLE X

AMENDMENT BY DECLARANT

The Declarant reserves and shall have the sole right to (a) amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Parcel which do not lower the standards of the covenants and restrictions herein contained; (c) release any Parcel from any part of the covenants and restrictions contained herein which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) amend this Declaration without vote or consent of the Owners in any manner which does not adversely affect the substantive rights of an existing Owners or mortgagees; and (e) to amend this Declaration during the first two (2) years after same has been recorded to comply with the request of any Mortgagee referred to in Section 9 of Article VII. Any amendment to the Covenants and Restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the St. Johns River Water Management District. The foregoing amendments may be made without the joinder or approval of any Owner, Mortgagee, or the Association.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant for so long as the Declarant owns any lands in the Development Plan, and thereafter without the prior written approval of the Board of Directors of the Association, may impose any additional covenants or restrictions on any part of the Property.

ARTICLE XII

AMENDMENT

Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, any other provisions, covenants or restrictions set forth herein may be amended in accordance with this provision. The holders of at least two-thirds (2/3) of the votes in the Association, without regard to class, may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly-adopted resolution of the Owners to be prepared, and having the same duly recorded in the Public Records of St. Johns County, Florida. A proposed amendment may be initiated by the Declarant, the Association, or by petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called; and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever

shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly-adopted resolution among the Public Records of St. Johns County.

Any amendment to the Covenants and Restrictions which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

So long as the Declarant shall own any lands within the Development Plan which are subject to potential annexation, no Declarant-related amendment shall be made to this Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

- (i) directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners.
- (ii) modifies the definitions provided for by Article I of this Declaration in a manner which alters the Declarant's rights or status.
- (iii) modifies or repeals any provision of Article II of this Declaration.
- (iv) alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association.
- (v) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting toning, streets, roads, drives, easements or facilities.
- (vi) denies the right of the Declarant to convey to the Association Common Property.
- (vii) modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant.
- (viii) alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's rights as provided for by any provision of this Declaration or any Supplemental Declaration.

ARTICLE XIII

PARTY WALLS OR PARTY FENCES

Section 1. General Rules of Law Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction and any replacement of improvements in the Property.

In the event that any portion of any structure, as originally constructed, including any party wall or fence, shall protrude over an adjoining Common Property or Parcel, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lands, and the affected Owner shall neither maintain any action for the removal of the party wall or fence or projection, nor for damages. In the event there is a protrusion, it shall be deemed that the affected Owner has granted a perpetual non-exclusive easement to the adjoining Owner for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any replacements of any structures, party walls or fences if same are construed in conformity with the original structure, party wall or fence.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence must restore it, and if other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent, or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owners successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or party fence, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. The decision of the arbitrators shall not, however, be binding and conclusive upon the parties and any party to the dispute shall thereafter have the right to institute any action or proceeding, at law or equity, which he deems necessary or desirable.

ARTICLE XIV

COVENANTS COMMITTEE

Section 1. Committee. The Board of Directors shall appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) members. Acting in accordance with the provisions of this Declaration, the Bylaws, and any resolutions the Board may adopt, the Covenants Committee shall be the hearing tribunal of the Association relative to alleged infractions of the rules and regulations of the Association.

Section 2. Hearing Procedure. The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a Member or other occupant for violations of rules and regulations unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation, and

(iii) a time period which, except in emergency situations, shall be not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) Notices. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

- (i) the nature of the alleged violation;

(ii) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

his behalf; and (iii) an invitation to attend the hearing and produce any statement, evidence, and witness on

(iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(d) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice of appeal must be received by the manager, President, or Secretary of the Association within ten (10) days after the hearing date.

ARTICLE XV

DURATION AND TERMINATION

The covenants and restrictions of this Declaration and of each Supplemental Declaration incorporating Additional Properties shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association and any Owner of any land subject to this or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holder of eighty percent (80%) of the votes in the Association and their first mortgagees agreeing to terminate said covenants and restrictions.

ARTICLE XVI

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant, any Owner or the Association (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. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of the Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event 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 thereof occurring prior to or subsequent thereto.

Section 2. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Notices. Any notice required to be sent to any Owner shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 4. Lessees to Comply with Declaration, Articles and Bylaws - Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an owner.

Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for, all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Parcel are also fully liable for any violation of the documents and regulations.

In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declarations, Bylaws, Articles or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or a suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

Section 5. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE XVII

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision or provisions of this Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect.

Section 3. Notices. Any notice provided for herein shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person as shown on the records of the Association at the time of such mailing.

Section 4. Headings. The paragraph headings are for reference purposes only and shall not in any way change the meaning, content or interpretation of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its name and its seal to be affixed hereto as, of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sondra H. Reed
Nancy L. Harrison

John A. Ginn, III
Linda P. Ginn

STATE OF FLORIDA)
COUNTY OF Putnam)

The foregoing instrument was acknowledged before me this 21st day of March, 2006, by John A. Ginn, III, and Linda P. Ginn, who is/are personally known to me or who has/have produced _____ as identification.

Sondra H. Reed
NOTARY PUBLIC

(Seal)



SONDRA H. REED
MY COMMISSION # DD 332739
EXPIRES: June 28, 2008
Bonded Thru Budget Notary Services

Signed, sealed and delivered
in the presence of:

Roseann Lettieri
RS

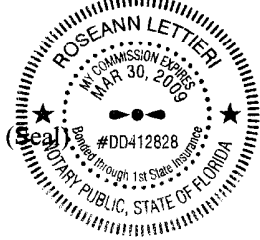
SEAGATE HOMES, INC.

By: [Signature]
Printed Name: Robert Gazzoli
Its Pres.

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 23 day of MARCH, 2006,
by Robert Gazzoli as PRES. of Seagate Homes, Inc. on behalf of
the corporation. He/she is personally known to me or who has produced _____
as identification.



[Signature]
NOTARY PUBLIC
My Commission Expires: 3/30/09

EXHIBIT A

LEGAL DESCRIPTION

A PORTION OF THOSE LANDS AS INTENDED TO BE DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 1663, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID LANDS ALSO BEING A PORTION OF RAVENSWOOD FOREST, UNIT ONE AS RECORDED IN MAP BOOK 20, PAGES 1 THROUGH 3, OF SAID PUBLIC RECORDS, SAID LANDS ALSO BEING A PORTION OF SECTIONS 12 AND 41, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF SAID COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE AT A 1/2" IRON PIPE "LB 6824", SAID IRON PIPE BEING AT THE NORTHWESTERLY CORNER OF LOT 1, OF RAVENSWOOD GARDENS, UNIT TWO AS RECORDED IN MAP BOOK 10, PAGE 51 AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 80°52'17" WEST, ALONG THE WESTERLY EXTENSION OF THEODORE STREET AS SHOWN ON SAID MAP OF RAVENSWOOD GARDENS, A DISTANCE OF 360.00 FEET TO THE NORTHWESTERLY CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 367, PAGE 3968, AND THE POINT OF BEGINNING;

THENCE SOUTH 09°07'43" EAST, A DISTANCE OF 750.00 FEET TO A 4"x4" CONCRETE MONUMENT IDENTIFIED AS "LB 6824", SAID CONCRETE MONUMENT BEING ON THE WESTERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 512, PAGE 621, OF SAID PUBLIC RECORDS; THENCE SOUTH 80°52'17" WEST, ALONG THE NORTHERLY LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1943, PAGE 592 OF SAID PUBLIC RECORDS, A DISTANCE OF 814.82 FEET TO A 4"x4" CONCRETE MONUMENT IDENTIFIED AS "LB 6824", SAID CONCRETE MONUMENT BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAN PEDRO AVENUE (A 50.00' WIDE RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 40°30'11" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAN PEDRO AVENUE, A DISTANCE OF 1,599.65 FEET TO A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION, SAID CONCRETE MONUMENT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF PACIFIC BOULEVARD (A 50.00' WIDE RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 86°31'26" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 250.90 FEET TO A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION, SAID CONCRETE MONUMENT BEING ON THE EASTERLY RIGHT OF WAY OF RAVENSWOOD DRIVE (A 50.00' WIDE RIGHT OF WAY AS NOW ESTABLISHED); THENCE NORTH 03°21'43" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 144.34 FEET TO A 4"x4" CONCRETE MONUMENT, "LS 894", SAID CONCRETE MONUMENT BEING A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°14'22" AN ARC LENGTH OF 172.24 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°28'54" EAST, 157.83 FEET TO A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE NORTH 85°36'04" EAST, A DISTANCE OF 841.71 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 543.69 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°36'00" AN ARC LENGTH OF 129.05 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°35'56" EAST, 128.75 FEET; THENCE SOUTH 80°47'56" EAST, A DISTANCE OF 81.37 FEET TO A POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 603.69 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'32" AN ARC LENGTH OF 142.86 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°34'42" EAST, 142.53 FEET; THENCE NORTH 85°38'32" EAST, A DISTANCE OF 576.77 FEET TO A 4"x4" CONCRETE MONUMENT, NO IDENTIFICATION; THENCE NORTH 84°22'40" EAST, A DISTANCE OF 12.14 FEET TO A 4"x4" CONCRETE MONUMENT IDENTIFIED AS "LB 6824"; THENCE SOUTH 04°41'32" EAST, A DISTANCE OF 115.87 FEET TO A 4"x4" CONCRETE MONUMENT IDENTIFIED AS "LB 6824"; THENCE SOUTH 06°39'06" EAST, A DISTANCE OF 592.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,063,665 SQUARE FEET OR 47.38 ACRES, MORE OR LESS.

EXHIBIT C

**ARTICLES OF INCORPORATION
OF
RAVENSWOOD FOREST HOMEOWNER'S ASSOCIATION, INC.
(A Florida corporation not for profit)**

The undersigned executes these Articles for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certifies as follows:

EXPLANATION OF TERMINOLOGY

- A. The terms contained in these Articles of Incorporation shall have the meaning of such terms set forth in the Declaration and General Protective Covenants for Ravenswood Forest (the "Declaration").
- B. "Association" as used herein shall mean and refer to Ravenswood Forest Homeowner's Association, Inc., a Florida corporation not for profit, the corporation formed by these Articles, its successors or assigns.

FILED
05 MAY 27 PM 2:27
TALLAHASSEE, FLORIDA

**ARTICLE I
NAME /DURATION/PRINCIPAL OFFICE**

The name of the corporation is RAVENSWOOD FOREST HOMEOWNER'S ASSOCIATION, INC. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. Its duration shall be perpetual. The address of the principal office and mailing address shall be 421 St. Johns Avenue, Suite 3, Palatka, FL 32177.

**ARTICLE II
PURPOSE AND POWERS**

The purpose of this corporation is to provide for a unified effort in protecting the value of the property of the Members of the Association in accordance with the Declaration to be recorded in the Public Records of Flagler County, Florida and any Supplemental Declaration filed in accordance therewith. The Association shall exercise all the powers and privileges and perform all of the duties and obligations of the corporation as defined and set forth in these Articles, the Bylaws and the Declaration. The Association shall also have all powers granted by statutory and common law not in conflict with the terms of the Declaration and these Articles, and terms, conditions, covenants and restrictions wherever recorded that pertain to the Committed Property (as that term is defined in the Declaration), as are recorded in the Office of the Clerk of the Circuit Court in and for Flagler County, Florida. The powers of the Declaration include the establishment and enforcement of the payment of charges or assessments contained therein (including the assessment and collection of

assessments adequate to defray the costs of maintenance and operation of the surface water and stormwater management system), the operation, maintenance and management of the surface water and storm water management systems in the Committed Property and Common Areas in a manner consistent with St. Johns River Water Management District permits, requirements and applicable rules, and to assist in the enforcement of the restrictions and covenants contained therein, and the power to contract for the management of the Association and engagement in such other lawful activities as may be to the mutual benefit of the Members and their property.

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

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the personal benefit of any Member or individual person, firm or corporation.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS
IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is or is at any time made subject to the Declaration shall be a Member of the Association. Membership shall be appurtenant to and inseparable from ownership of a Dwelling Unit or lot. When any one lot is owned by more than one person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one Member of the Association. Any person, firm, individual, corporation or legal entity owning more than one lot shall be as many Members as the number of lots owned. Membership in the corporation and transfer thereof shall be upon such terms and conditions as provided in the Declaration and Bylaws.

Section 2. Voting Rights. The Association shall have two classes of voting membership: Class A. Class A Members shall be all of those Owners as defined in Section 1, with the exception of Declarant. The Class A Members shall be entitled to one (1) membership interest and one (1) vote for each lot in which they hold the interests required for membership by Section 1.

Class B. Class B Members shall be Declarant or Declarant's subsidiaries or assignees. The Class B Member shall be entitled to ten (10) membership interests and ten (10) votes for each lot in which it holds the interest required for membership pursuant to Section 1. The Class B Member shall be entitled to elect a majority of the Board of Directors until such time that the last lot within the Association owned by Declarant has been sold and conveyed by Declarant. Upon the transfer of title of any lot from Declarant to an Owner other than to one of Declarant's subsidiaries or assigns, the Class B membership interest for that lot shall automatically be converted to a Class A membership interest.

ARTICLE IV
BOARD OF DIRECTORS

The affairs of the corporation shall be managed by the Board of Directors consisting of not less than three (3) nor more than seven (7) persons. Directors need not be Members of the corporation. The number of persons who are to serve initially on the Board of Directors until the first annual meeting thereof shall be three (3) and their names and addresses are as follows:

- 1) John A. Ginn, III
421 St. Johns Avenue, Suite 3
Palatka, FL 32177

- 2) Linda P. Ginn
421 St. Johns Avenue, Suite 3
Palatka, FL 32177

- 3) John A. Ginn, IV
421 St. Johns Avenue, Suite 3
Palatka, FL 32177

The method of election of the Board of Directors is as stated in Article II of the Bylaws.

ARTICLE V
OFFICERS

Section 1. **Indemnity**. The Association shall indemnify any person who was or is a party to any pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is or was a Director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. However, no indemnification shall be made in respect to any claim, issue or matter in which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his or her duty to the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Section 2. Approval. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of the Directors who were not parties to such action, suit or proceeding, or (b) if a majority of disinterested Directors so directs, by independent legal counsel in a written opinion or by a majority vote of the members.

Section 3. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of said action if it is authorized by the Board of Directors in the specific case. Provided, the Board must first request an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

Section 4. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members or otherwise.

Section 5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, insuring against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE VI
SUBSCRIBERS

The following person hereby subscribes to these Articles of Incorporation:

Michael D. Chiumento, III

The office address of the subscriber is:

4 Old Kings Road North, Suite B
Palm Coast, FL 32137

ARTICLE VII
BYLAWS

The Bylaws shall be adopted by the Board of Directors. Prior to the first annual meeting, the Bylaws may be amended, altered or rescinded by the unanimous vote of all Directors. As set forth in

the Bylaws, the Bylaws may thereafter be adopted, amended, altered or rescinded only with the approval of not less than eighty (80%) percent of all the Directors or not less than fifty-five (55%) percent of the Members of the Association. Provided, that no amendment shall be effective which would affect the rights of the Class B Member without the written approval of said Member.

The Bylaws shall include the time and place for annual meetings and for regular and special meetings, quorum requirements, the manner for electing directors and officers and voting requirements.

ARTICLE VIII
AMENDMENT OF ARTICLES

Section 1. Before Recording Declaration. Prior to the recording of the Declaration in the Public Records of Flagler County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and a certified copy of each amendment shall be attached to any certified copy of these Articles and shall be an Exhibit to a Declaration upon recording of the Declaration.

Section 2. After Recording Declaration. When the Declaration has been recorded in the Public Records of Flagler County, Florida, these Articles may be amended by the following methods:

A. At a duly called meeting of the Board of Directors, which may be either the Annual Meeting, or a special meeting, by the affirmative vote of not less than eighty (80%) percent of all Directors;

B. At a duly called meeting of Members, which may be either the Annual Members Meeting, or a special meeting, by the affirmative vote of not less than seventy-five (75%) percent of the Members of the Association.

C. An Amendment may be adopted by a written statement signed by not less than eighty (80%) percent of all Directors or seventy-five (75%) percent of all Members setting forth their intention that an amendment to these Articles be adopted.

Section 3. Class B Approval. No amendment to these Articles shall be effective which would affect the rights of the Class B Member without the prior written approval of such Member.

Section 4. Conflict. In case of any conflict between these Articles of Incorporation and the Bylaws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and Declaration, the Declaration shall control.

ARTICLE IX
INITIAL REGISTERED OFFICE AND AGENT

The registered agent and office for this corporation shall be Michael D. Chiumento, III, 4 Old Kings Road North, Suite B, Palm Coast, FL 32137, to accept service of process within this State as to this corporation. The Registered Agent and office of the Corporation may be changed by the Corporation at any time in accordance with the provisions of Florida law.

ARTICLE X
DISSOLUTION

The Association may be dissolved, consistent with the applicable provisions of Florida Statutes, upon petition having the assent given in writing and signed by not less than three-fourths (3/4) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be disposed of in accordance with the Declaration.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XI
NO STOCK OR DIVIDENDS

There shall be no dividends to any of the Members. This corporation shall not issue shares of stock of any kind or nature whatsoever.

The undersigned, being the subscriber hereto, does hereby subscribe to these Articles of Incorporation and in witness whereof has caused its duly qualified officers to execute this document and affix its corporate seal this 24 day of May, 2005.

WITNESSES:
Michelle DeFuria
Karolyn Sheekey
STATE OF FLORIDA |
COUNTY OF FLAGLER |

Michael D. Chiumento, III
Michael D. Chiumento, III

The foregoing instrument was acknowledged before me this 24 day of May, 2005, by Michael D. Chiumento, III on behalf of the corporation. He is personally known to me and did not take an oath.

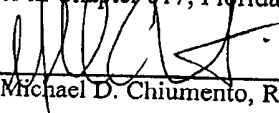
Karolyn N. Sheekey
Notary Public

6



ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept the appointment in this capacity, and agree to comply with the provision of said Act relative to keeping open said office. I am familiar with, and accept, the obligations of a registered agent provided for in Chapter 617, Florida Statutes.

By: 
Michael D. Chiumento, Registered Agent

STATE OF FLORIDA]
COUNTY OF FLAGLER]

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Michael D. Chiumento, III, who is known to me to be the person described therein, and he acknowledged before me that he executed the above Acceptance for the purposes therein expressed. He is personally known to me and did not take an oath.

WITNESS my hand and official seal in the County and State named above this 24 day of May, 2005.

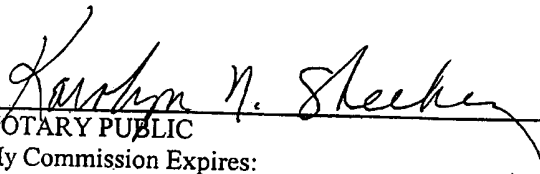

NOTARY PUBLIC
My Commission Expires:



EXHIBIT D

BYLAWS
OF
RAVENSWOOD FOREST HOMEOWNER'S ASSOCIATION, INC.

ARTICLE I
GENERAL

Section 1. Identity: The name of the corporation shall be RAVENSWOOD FOREST HOMEOWNER'S ASSOCIATION, INC., which is a corporation not for profit organized for the purpose of managing, operating and administering RAVENSWOOD FOREST to be established on the real property more fully described in the Declaration and General Protective Covenants (hereinafter called "Declaration") for RAVENSWOOD FOREST recorded in the Public Records of Flagler County, Florida.

Section 2. The Principal Office: The initial principal office of the corporation shall be 421 St. Johns Avenue, Suite 3, Palatka, FL 32177 or at such other place as may be subsequently designated by the Board of Directors.

Section 3. Definitions: The terms contained in these Bylaws shall have the meaning of such terms set forth in the Declaration. "Association" as used herein shall mean and refer to RAVENSWOOD FOREST HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

ARTICLE II
DIRECTORS

Section 1. Number and Term:

a. The number of Directors which shall constitute the whole Board shall not be less than three (3) persons and may be increased from time to time by the members of the Board, provided the total number of members does not exceed seven (7). Directors need not be Members of the Association.

b. The initial Board of Directors shall be appointed by Declarant and shall hold office and exercise all powers of the Board of Directors until such time that they resign or are replaced by other Directors appointed by Declarant or are joined or replaced by Directors elected by the Members as follows:

c. At such time as Members other than Declarant own seventy-five percent (75%) or more of the lots, the Members other than Declarant shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

d. After the initial election of a Director to the Board by the Members, in accordance with the terms above, non-appointed Directors shall be elected at the annual meeting of the Members

and each Director shall be elected to serve for the term of one (1) year or until his or her successor shall be elected and shall qualify.

Section 2. Removal:

a. Except for any Directors appointed by Declarant, a Director may be removed from office with or without cause by the vote or agreement in writing of a majority of the Members. Provided, before any Director is removed from office, he or she shall be notified in writing that a motion to remove him or her will be made prior to the meeting at which said motion is made. Such Director shall be given an opportunity to be heard at such meeting, should he or she be present, prior to the vote of his or her removal.

b. A Director elected or appointed by Declarant may be removed at any time by Declarant, who shall thereupon designate the successor Director.

Section 3. Vacancy and Replacement:

a. If the office of any Director or Directors, other than Directors appointed by Declarant, becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term. Any Director unable to attend said special meeting may vote by proxy or absentee ballot. The proxy or ballot shall be in writing and signed by the Director and, in addition, shall designate the person to vote the proxy. All proxies shall be filed with the President or Secretary of the Board of Directors prior to the special meeting.

b. If the office of any Director appointed by Declarant becomes vacant, Declarant shall thereupon designate the successor Director.

Section 4. Powers:

a. The property and business of the corporation shall be managed by the Board of Directors which may exercise all corporate powers not specifically prohibited by law, the Declaration, the Articles of Incorporation or these Bylaws. These powers shall specifically include, but not be limited to, the following:

1. To levy upon the Members assessments as are necessary for anticipated current Operating Expenses of the Association. The Board of Directors may increase the assessments or vote a special assessment in excess of that amount, if required, to meet any necessary additional expenses, but said increase can only be made in accordance with the Articles of Incorporation, the Declaration or these Bylaws.

2. To use and expend the assessments collected to maintain, care for and preserve the Common Areas as provided in the Declaration or to otherwise carry out the intent of the Declaration;

3. To pay taxes and assessments levied and assessed against any real property the Association might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation;
 4. To repair, alter or replace any Association facilities, machinery or equipment;
 5. To insure and to keep insured the Association owned property against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and, in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration;
 6. To collect delinquent assessments by suit or otherwise; to abate nuisances; and to enjoin or seek damage from Owners for violations of the Declaration, the Articles of Incorporation, these Bylaws or any Rules and Regulations adopted by the Board of Directors;
 7. To employ such personnel, make such purchases and enter into such contracts as may be necessary or desirable in carrying out the operation and management of the Association.
 8. To make, amend and repeal Rules and Regulations governing the operation, maintenance and management of the Association.
 9. To open bank accounts and to borrow money on behalf of the Association and to designate the signatories to such bank accounts.
 10. To enter into contracts for the management, maintenance and operation of the Association property.
 11. To bring and defend actions by or against one or more Members as to matters relating to the Association and to assess the Members for the cost of such litigation.
- b. The Board of Directors may, by Resolution passed by a majority of the whole Board, designate one (1) or more committees or Members, each of such committees to consist of at least one (1) Director, which, to the extent provided in said Resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Association and may have power to sign all papers which may be required, provided the Resolution shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by Resolution adopted by the Board of Directors, shall keep regular minutes of their proceedings and shall report to the Board as required by the Board.
- c. Notwithstanding anything to the contrary contained in these Bylaws, so long as Declarant or its designee shall own any membership interest in the Association, the Board may not, without Declarant's prior written consent:
1. make any addition, alteration or improvement to the Committed Property;

2. assess any charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund;
3. hire any employee when it results in a greater number of employees employed by the Association than in its prior fiscal year;
4. enter into any service or maintenance contract for work not being performed by the Association in its prior fiscal year;
5. borrow money on behalf of the Association;
6. reduce the services performed by the Association in its prior fiscal year;
7. amend these Bylaws, the Articles of Incorporation or the Declaration.

Section 5. Compensation: Directors and officers shall serve without compensation.

Section 6. Meetings.

a. The first meeting of each Board after election by the Members of new Directors shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the annual Members' meeting and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board shall be set.

b. Regular meetings of the Board shall be held quarterly at such time and place as the Board shall fix from time to time.

c. Special meetings of the Board may be called by the President on two (2) days notice to each Director either personally, by mail or facsimile. Special meetings shall be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) Directors.

d. Meetings of the Board shall be open to all Members.

e. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law, by the Declaration, by the Articles of Incorporation or these Bylaws. If a quorum shall not be present in any meeting of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

f. Any member of the Board, or the President, may call a meeting, without notice, for the purpose of considering any matter deemed to be an emergency.

g. Any meeting of the Board may be held by a telephone conference call during which each member may hear and be heard by all other members.

h. The joinder of a member of the Board in the action of a meeting may be by signing and concurring in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote.

i. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 7. Annual Statement:

a. The Board shall present at the annual Members' meeting, and when called for by a vote of the Members at any special meeting of the Members, a full and clear statement of the business and condition of the Association, including an account of the financial transactions during the preceding fiscal year.

b. The Association shall maintain accounting records according to good accounting practices, which shall be open to inspection by lot Owners or their authorized representatives at reasonable times. Written summaries of said records shall be supplied at least annually to lot Owners or their authorized representatives.

ARTICLE III OFFICERS

Section 1. Elective Offices: The officers of the Association need not be Members of the Association. They shall be chosen by the Directors and shall be a President, a Vice President and a Secretary/Treasurer. The Board of Directors may also choose one or more additional vice presidents, assistant secretaries, assistant treasurers, or other officers.

Section 2. Time of Election: The Board of Directors at its first meeting after each annual meeting of general Members shall elect officers, none of whom, excepting the President, need be a Director.

Section 3. Appointive Offices: The Board may appoint such officers and agents as it shall deem necessary. Such officer and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term: The officers of the Association shall hold office for a period of one (1) year or until their successors are chosen and qualify in their stead. Any officer elected or appointed

by the Board of Directors shall serve at the pleasure of the Board and may be removed, at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board.

Section 5. The President and Vice President:

a. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members, shall be ex-officio member of all standing committees, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect. The President shall be a member of the Board of Directors.

b. The President shall have the authority to execute bonds, mortgages, and other contracts except when otherwise prohibited by law or expressly delegated by the Board of Directors to another officer or agent of the Association.

c. In the absence of the President, the Vice President shall perform the duties of the President.

Section 6. The Secretary:

a. The Secretary shall attend all sessions of the Board and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall perform like duties for the standing committees when required. The minutes book shall be kept in a businesslike manner and shall be available for inspection by lot Owners and the Board of Directors. The Secretary shall perform such other duties as may be prescribed by the Board of Directors or the President under whose supervision he or she shall serve. He or she shall keep in safe custody the seal of the Association, and, when authorized by the Board, shall affix the same to any instrument requiring it; and, when so affixed, the seal shall be attested by his or her signature or by the signature of the Secretary/Treasurer.

b. Assistant Secretaries, in order of their seniority, shall, in the absence or disability of the Secretary, perform the duties and exercise the power of the Secretary and shall perform such other duties as the Board of Directors shall prescribe.

Section 7. Treasurer and Assistant Treasurer:

a. The Treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of the receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

b. The Treasurer shall disburse the funds of the Association as may be ordered by the Board, making proper vouchers for such disbursements, and shall render to the President and

Directors, at the regular meeting of the Board, or whenever they may require it, an account of all transactions by the Treasurer and of the financial condition of the Association.

c. Assistant Treasurers, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties, exercise the powers and assume the obligations of the Treasurer and shall perform such other duties as the Board shall prescribe.

Section 8. Bonding of Corporate Officers: The President, Vice President and Secretary/Treasurer shall be bonded in an amount to be determined by the Board with a fiduciary bonding company licensed and authorized to transact business in the State of Florida. The cost of the premium for this bond shall be paid by the Association.

Section 9. Indemnification of Directors and Corporate Officers: Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement to which he may be a party or in which he may become involved by reason of his being or having been an officer or Director of the Association whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all rights to which such officer or Director may be entitled.

ARTICLE IV **MEMBERSHIP AND VOTING PROVISIONS**

Section 1. Membership: Membership in the Association shall be limited to record Owners of the lots in Ravenswood Forest Homeowner's Association, Inc. as further defined in Article III of the Articles of Incorporation of this Association and the Declaration. Transfer of ownership, either voluntary or by operation of law, shall terminate membership in the Association and said membership shall be titled in the transferee. If ownership is titled in more than one person, the composite title holder shall be and constitute one Member for voting purposes; however, all of the persons so owning said lot shall be Members eligible to hold office and attend meetings in accordance with these Bylaws.

Section 2. Rights and Obligations: The rights of membership are subject to the payment of assessments levied by the Association as provided in the Declaration. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or facilities of the Association.

Section 3. Rules and Regulations: All present and future Members shall be subject to these Bylaws and to the rules and regulations issued by the Association to govern the conduct of its Members.

Section 4. Voting:

a. As set forth in the Declaration and in Article III of the Articles of Incorporation, the lot Owner, other than Declarant, shall be entitled to one (1) vote per lot. If an Owner other than Declarant owns more than one (1) lot, he or she shall be entitled to one (1) vote for each lot owned. Declarant shall be entitled to three (3) votes for each lot owned.

b. A majority of the lot Owners' total votes present in person or by written proxy or absentee ballot at any meeting at which a quorum is present shall decide any questions, unless the Declaration, the Bylaws, or Articles of Incorporation of the Association provides otherwise.

Section 5. Proxies and Absentee Ballots: Votes may be cast in person, by absentee ballot or by proxy. All proxies and absentee ballots shall be in writing on forms approved by the Board of Directors and signed by the person entitled to vote (as set forth below in Section 6), shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein. Proxies shall also designate the person to vote the proxy and such person must be a "Voting Member" as such term is hereinafter defined. When a lot is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife when a third person is designated. No one person, other than Declarant, shall be designated to hold more than five (5) proxies for any purpose.

Section 6. Designation of Voting Member: If a lot is owned by one person, his right to vote shall be established by the recorded title to the lot. If a lot is owned by more than one person, the person entitled to cast the vote for the lot shall be designated in a certificate signed by all of the record Owners of the lot and filed with the Secretary of the Association. If a lot is owned by an association or corporation, the officer or employee thereof entitled to cast the vote for the association shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the association or corporation and filed with the Secretary of the Association. If a lot is owned by any other legal entity, the certificate shall be signed by any party permitted by law to execute documents on behalf of such entity. The person designated in such certificate who is entitled to cast the vote for a lot shall be known as the "Voting Member." If such a certificate is not on file with the Secretary of the Association for a lot owned by more than one person or by any legal entity, the vote of the lot concerned shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the lot, except if said lot is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until there is a change in the ownership of the lot concerned. If a lot is owned jointly by a husband and wife, the following three provisions are applicable thereto:

a. They may, but they shall not be required to, designate a Voting Member.

b. If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. As previously provided, the vote of a lot is not divisible.

c. When they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the vote individually, without establishing the concurrence of the absent person.

ARTICLE V
MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or may be held at such place and time as stated in the notice.

Section 2. Annual Meeting:

a. Regular annual meetings of the Members shall be held each fiscal year at such time, date and place as shall be determined by the Board of Directors.

b. All annual meetings shall be held at such hour as the Board of Directors may determine.

c. At the annual meeting, the Members shall elect a Board of Directors as provided by these Bylaws and transact such other business as may properly be brought before the meeting.

d. Written notice of the annual meeting shall be served upon or mailed via regular mail to each Member entitled to vote at such address as appears on the books of the Association at least fourteen (14) days prior to the meeting. Notice of the annual meeting shall be posted at a conspicuous place on the Association property at least fourteen (14) days prior to the meeting.

Section 3. Special Meetings of Members:

a. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request in writing of not less than one-fourth (1/4) of the membership entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

b. Written notice of a special meeting of Members stating the time, place and subject matter shall be served upon or mailed, via regular mail, to each Member entitled to vote at such address as appears on the books of the Association at least five (5) days before such meeting.

c. Business transacted at all special meetings shall be confined to the subject matter stated in the notice thereof.

Section 4. Quorum: Fifty-one percent (51%) of the total number of Members entitled to vote in the Association present in person or represented by written proxy or absentee ballot shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by law, by the Articles of Incorporation, the Declaration or by

these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote who are present in person or represented by written proxy or absentee ballot shall have the power to adjourn the meeting for not less than one (1) hour until a quorum shall be present or represented.

Section 5. Vote Required to Transact Business. When a quorum is present at any meeting, the vote of a majority of the Members entitled to vote, present in person or represented by written proxy or absentee ballot, shall decide any question brought before such meeting unless the question is one upon which, by express provision of law, the Articles of Incorporation, the Declaration or these Bylaws, a different vote is required, in which case, the express provision shall govern and control the decision of such question.

Section 6. Right to Vote: At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy or absentee ballot. Such proxy or absentee ballot shall only be valid for such meeting or adjournments thereof, must be in writing, signed by the Member and filed with the Secretary prior to the meeting.

Section 7. Waiver and Consent: Whenever the vote of Members at a meeting is required or permitted by any provision of law, the Declaration, the Articles or these Bylaws to be taken in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all the Members who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

Section 8. Rules of Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with law, the Articles, the Declaration, or these Bylaws.

ARTICLE VI NOTICES

Section 1. Definition: Whenever under law, the Articles, these Bylaws or the Declaration notice is required to be given to any Director or Member, it shall not be construed to mean personal notice; but, such notice may be given in writing, by mail, or by depositing the same in a post office or letter box. Mailed notices shall be in a postpaid, sealed wrapper, addressed to such Director or Member at such address as appears on the books of the Association.

Section 2. Service of Notice Waiver: Whenever any such notice is required to be given, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII FINANCES

Section 1. Fiscal Year: The fiscal year shall be fixed by Resolution of the Board of Directors and may be a calendar year, beginning on the first day of January in each year.

Section 2. Checks: All checks or drafts for money and notes of the Association shall be signed by any two of the following officers: President, Vice President, Secretary/Treasurer or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 3. Assessments:

a. The Board of Directors of the Association shall, from time to time, at regular meetings or special meetings called for this purpose, fix and determine the sum or sums necessary and adequate for the continued operation of the Association. The Board shall determine the total amount required, including the Operating Expenses such as taxes on Association property, insurance, repairs, maintenance, operating capital, reserves for deferred maintenance, other reserves, expenses and expenses designated as Operating Expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration. The total annual Operating Expenses shall be assessed as a single sum against all lots in the Association and prorated equally to each of the lots as described herein or as further specified in the Declaration. The assessments shall be payable quarterly in advance or as otherwise ordered by the Board. Special assessments, should such be required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The lot Owner agrees to pay promptly when due all assessments assessed against his or her lot. Delinquent assessments will bear interest and late charges as set forth in the Declaration. No Member shall be personally liable for any debts of the Association whatsoever; however, lot Owners are personally liable for unpaid assessments as further set forth in the Declaration.

b. So long as Declarant is in control of the Board of Directors, the Board shall not impose an assessment which exceeds the previous year's assessment by more than 25% without approval of a majority of the lot Owners. In determining whether assessments exceed assessments in prior years by 25%, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors with respect to repair or replacement of Association property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, assessments for betterments to the Association property or reserves or assessments for betterments to be imposed by the Board of Directors.

Section 4. Accounts: There shall be established and maintained such bank account or accounts as the Board of Directors shall deem advisable into which shall be deposited all assessments as fixed and determined for all lots. Disbursements from said accounts shall be for the general needs of the Association, including, but not limited to, wages, repairs, betterments, maintenance and other expenses of the property of the Association.

Section 5. Association Expenses: The expenses for which the Members shall be liable as set forth in the Declaration shall be those costs and expenses deemed necessary or desirable by the Association for the operation and maintenance of the Association, including the Operating Expenses.

ARTICLE VIII
ENFORCEMENT

The Association, by direction of the Board of Directors, shall have the right to enforce by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations and liens now or hereafter imposed by the Declaration, the Articles, these Bylaws or any Rules and Regulations of the Association.

ARTICLE IX
PARAMOUNT RIGHTS OF DECLARANT

All of the applicable terms and provisions of these Bylaws shall be subject to any sections of the Declaration, Articles or Bylaws regarding rights and powers of Declarant, which rights and powers shall be deemed paramount to the applicable provisions of these Bylaws.

ARTICLE X
ACQUISITION OF DWELLING UNITS OR LOTS

At any foreclosure sale of a Dwelling Unit or lot, the Board of Directors may, with the authorization and approval by the affirmative vote of Members casting not less than sixty-six and two-thirds (66-2/3%) percent of the authorized votes of the Members, present in person or by proxy or absentee ballot, at any regular or special meeting of the Members, acquire, in the name of the Association, or its designees, a Dwelling Unit or lot being foreclosed. The term "foreclosure," as used in this Article, shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The power of the Board of Directors to acquire a Dwelling Unit or lot at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of said Board of Directors or of the Association to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth a power of the Board of Directors to do so should the requisite approval of the Members be obtained. The Board of Directors shall not be required to obtain the approval of lot Owners at the foreclosure sale of a lot due to the foreclosure of the Association's lien for assessment under the provisions of the Declaration, notwithstanding the sum that the Board of Directors determines to bid at such foreclosure sale.

ARTICLE XI
SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "not for profit." Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or in any other form evidencing the intent of the signing officer or officers to have the effect of the corporate seal.

ARTICLE XII
AMENDMENT

Until the first annual meeting of the membership of the Association, the Board of Directors shall have full power without membership approval or vote to amend, alter or rescind these Bylaws by unanimous vote of all the Directors. Thereafter, these Bylaws may be amended in the following manner as well as in the manner elsewhere provided:

Section 1. Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 2. Resolution: A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Members entitled to vote. Directors and Members not present at the meeting considering the amendment may express their approval in writing. Except as elsewhere provided, such approval must not be less than eighty percent (80%) of all Directors or by not less than fifty-five percent (55%) of all of the Members entitled to vote who are either present or voting by proxy or absentee ballot.

Section 3. Agreement: In the alternative, an amendment may be made by an agreement executed by all Members of the Association.

Section 4. Proviso: No amendment to these Bylaws shall be passed which would operate to impair or prejudice the rights of the Declarant nor any Institutional Mortgagee. No amendment shall discriminate against any lot Owner nor against any class or group unless the lot Owner so affected shall consent.

ARTICLE XIII
MISCELLANEOUS

Section 1. Construction: The definitions of particular words and phrases contained in the Declaration shall apply to such words and phrases when used in these Bylaws. In case of any conflict between the Articles and these Bylaws, the Articles shall control, and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 2. Severability: Should any provisions of these Bylaws be void or unenforceable in law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

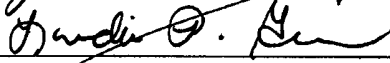
Section 3. Subordination: Any lien or other encumbrance upon or against a lot or portion of the Committed Property in favor of the Association is hereby declared to be, and shall be, subject, subordinate and inferior to the lien of any mortgage encumbering such lot or portion of the Committed Property when such mortgage is made by an Institutional Mortgagee, regardless of whether such mortgage was made or recorded before or after the aforesaid lien or encumbrance of the Association.

Section 4. Rules and Regulations: The Board of Directors shall have the power to promulgate rules and regulations which shall govern the use of the Association property. Such rules and regulations may be amended, altered, or changed by the Board from time to time.

The foregoing were adopted by the Board of Directors as the Bylaws of RAVENSWOOD FOREST HOMEOWNER'S ASSOCIATION, INC., this 24th day of May, 2005.



JOHN A. GINN, III, Director



LINDA P. GINN, Director



JOHN A. GINN, IV, Director

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This instrument prepared by:
James A. Scott, Esq.
SeaGate Homes, Inc.
185 Cypress Pt. Parkway
Palm Coast, FL 32137

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF RAVENSWOOD FOREST HOMEOWNERS ASSOCIATION INC.**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RAVENSWOOD FOREST HOMEOWNERS ASSOCIATION, INC. (the "Amendment") is made this 8th day of May, 2006 by John A. Ginn, III and Linda P. Ginn and SeaGate Homes, Inc., a Florida corporation, hereinafter referred to collectively as "Declarant".

RECITALS

- A. On April 3, 2006 Declarant executed and recorded the Declaration of Covenants, Conditions and Restrictions of Ravenswood Forest Homeowners Association, in Official Records Book 2675, Pages 1288-1338 of the Public Records of St. Johns County, Florida (the "Declaration"). The Declaration outlines certain assessments as described in Article VI, Covenant for Maintenance Assessments.
- B. The Declaration provides in Article X that Declarant shall have the sole right to amend the Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained within the Declaration.
- C. Declarant desires to amend the Declaration, as recorded, for the purpose of curing any ambiguity in or any inconsistency in those provisions respectively of Article IV that pertain to the amount of the annual assessment for each Residential Unit and that pertain to the initiation fee for each Residential Unit.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. Any term used in this Amendment that is defined in Article I of the Declaration shall have the same definition in this Amendment as the definition set forth in Article I of the Declaration.

2. The second paragraph of Article IV – Covenant for Maintenance Assessments, Section 5. – Date of Commencement of Assessments; Initial Annual Assessment; Due Dates, shall be replaced by and shall read as follows:

The annual assessment for the Property shall be Twenty-Five Dollars (\$25.00) per month per Residential Unit (prorated for the first calendar year the assessment for that Residential Unit is due). The amount of the prorated assessment shall be an amount equal to the number of months (inclusive of the month that the initial fee referenced below is due and payable) remaining until the end of the calendar year multiplied by the then monthly amount of the assessment. Each subsequent annual assessment shall be calculated based on the calendar year beginning January 1 and ending December 31. Except for the prorated amount in the first year of an assessment for a Residential Unit, the annual assessment shall be due and payable in four quarterly installments with each installment being due and payable in advance prior to the commencement of the applicable quarter of the year. The prorated amount in the first year of an assessment for a Residential Unit shall be payable in the same number of installments as there are quarters remaining in that first year from the date the initiation fee is due, and each installment shall be payable in advance prior to the commencement of the applicable quarter of that year. A seventy-five dollar (\$75.00) initiation fee per Residential Unit shall be paid by the Owner of the Residential Unit when that Residential Unit is first occupied or at the closing of the first sale of that Residential Unit subsequent to issuance of a certificate of occupancy for that Residential Unit, whichever occurs first. As to each Additional Property, the initial annual assessment for each Parcel in the Additional Property shall be as set forth in the pertinent Supplemental Declaration.

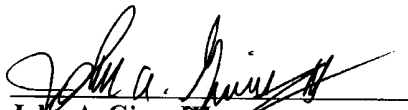
3. The third and fourth paragraphs of Article IV – Covenant for Maintenance Assessments, Section 5. – Date of Commencement of Assessments; Initial Annual Assessment; Due Dates, shall be deleted.

4. The remaining terms and conditions of the Declaration, except as expressly modified by this Amendment, shall remain in full force and effect.

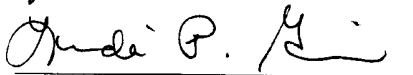
IN WITNESS WHEREOF, Declarant has caused this Amendment to the Declaration to be executed this 11 day of May, 2006 by their duly authorized representatives on their behalf.

Signed, sealed and delivered
in the presence of:

John A. Ginn III


John A. Ginn, III

Linda P. Ginn


Linda P. Ginn

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 11 day of May, 2006 by John A. Ginn, III, and Linda P. Ginn, who is/are personally known to me or who has/have produced N/A as identification.



Loretta Nerbonne
Commission # DD354757
Expires: SEP. 13, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
Print name: Loretta Nerbonne
Notary Public State of Florida
My Commission Expires: 09-13-08

Signed, sealed and delivered
in the presence of:

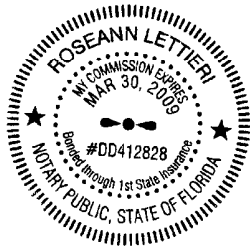
[Signature]
[Signature]

SEAGATE HOMES, INC.
a Florida corporation

By: [Signature]
Printed Name: **Robert Gazzoli**
Its President

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 8th day of May, 2006 by Robert Gazzoli, as President of SeaGate Homes, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



[Signature]
Print name: Roseann Lettieri
Notary Public State of Florida
My Commission Expires: 3/30/09