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**DECLARATION
FOR
HIDEAWAY AT OLD MOULTRIE**

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DECLARATION
FOR
HIDEAWAY AT OLD MOULTRIE

THIS DECLARATION is made on the date hereinafter set forth by RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership (the "Declarant") and joined in by HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in St. Johns County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, the Association is the owner of certain real property in St. Johns County, Florida, more particularly described on **Exhibit "D"** attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "Hideaway at Old Moultrie" on the **Exhibit "A"** and **Exhibit "D"** land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant and the Association desire to subject the real property described in **Exhibit "A"** and **Exhibit "D"** to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, Hideaway at Old Moultrie Association, Inc. for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached **Exhibit "A"** and **Exhibit "D"** shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and approved subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth as modified and amended from time to time which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following capitalized terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such capitalized terms:

"Architectural Review Committee" or the "ARC" shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Review Committee as set forth herein, and their successors and assigns.

"Articles" shall mean the Articles of Incorporation of Hideaway at Old Moultrie Association, Inc., a Florida not-for-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

"Association" shall mean and refer to Hideaway at Old Moultrie Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

"Common Area" shall mean and refer to those portions of the Property, and improvements thereon, if any, that the Association has the obligation to maintain for the common use, benefit and enjoyment of all Owners. The Common Areas owned by the Association are described on **Exhibit "D"** attached hereto and incorporated herein by reference. After the date hereof, Declarant may add to the Common Areas additional real property and/or interests in real property located within the Property which Declarant determines is reasonably necessary for the development or maintenance of the Common Areas or which any governmental organization or agency may require the Association to maintain. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Common Expense" shall mean and refer to any expense for which a Installment Assessment or Special Assessment may be made against the Owners and shall include, without limitation, the expenses of upkeep and maintenance of the Common Area as described in **Exhibit "D."**

"Declarant" shall mean RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership ("RAH"), and its successors and such of its assigns as to which the rights of the Declarant hereunder are specifically assigned. Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Declarant as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT RAH WAS NOT AND IS NOT THE INITIAL DEVELOPER OF THE PROPERTIES. THE INITIAL DEVELOPER IS HIDEAWAY AT OLD MOULTRIE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHICH CONSTRUCTED, IMPROVED AND INSTALLED THE INFRASTRUCTURE AND ANY RELATED

IMPROVEMENTS. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT RAH HAS NOT ASSUMED ANY LIABILITIES NOR ANY OBLIGATIONS OF HIDEAWAY AT OLD MOULTRIE, LLC, AS DEVELOPER OF THE SUBDIVISION IMPROVEMENTS AND RELATED INFRASTRUCTURE, OR OTHERWISE. EACH OWNER DOES DISCHARGE, RELEASE AND FULLY EXONERATE RAH FROM ANY AND ALL SUCH LIABILITIES AND OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST RAH FOR SUCH LIABILITIES OR OBLIGATIONS.

"Declaration" shall mean and refer to this DECLARATION FOR HIDEAWAY AT OLD MOULTRIE and any amendments or modifications thereof hereafter made from time to time.

"FHA" shall mean and refer to the Federal Housing Administration.

"FNMA" shall mean and refer to the Federal National Mortgage Association.

"GNMA" shall mean and refer to the Government National Mortgage Association.

"Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation and Bylaws of the Association. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, this Declaration, the Articles of Incorporation of the Association, the Bylaws of the Association, in that order, shall control. The lack of a provision in one Governing Document with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

"Home" shall mean a residential home and appurtenances thereto constructed on a Parcel within the Properties. The term Home may not reflect the same division of property as reflected on a plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

"Individual Assessment" shall mean and refer to any assessment arising out of either or both of the following events and specifically assessed against the appropriate Owner(s) and their respective Lot: (i) any expenses of the Association occasioned by the action or inaction of any Owner, less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner; and (ii) any expenses specifically related to any Owner or less than all of the Owners arising out of the provision by the Association of any maintenance, repair or replacement of any Common Area, or any other improvements within the Properties, the maintenance, repair and replacement responsibility of which lies with any Owner, less than all of the Owners or the Association under the provisions of this Declaration.

"Installment Assessment" shall mean and refer to any monthly, quarterly or yearly assessment (as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes as determined in accordance herewith, including, without limitation, payment of Common Expenses and collection of amounts necessary for the operation of the Association.

"Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Home, commercial property, or membership recreational facilities, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company,

HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

"Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

"Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area. Once improved, the term Lot shall include all improvements thereon and appurtenances thereto, including a Home.

"Master Plan" shall mean and refer to the Master Development Plan for the Properties on file with the planning and zoning department of St. Johns County and as the same may be amended or modified from time to time.

"Mortgagee" shall mean and refer to an Institutional Lender who holds a first and/or second mortgage on a Home and who has notified the Association of its holdings.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Parcel.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed, or upon which Common Area will be or has been situated. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Plat" shall mean any plat of any portion of the Properties filed in the Public Records of St. Johns County, Florida, as the same may be amended by Declarant. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration, if any.

"Property" or **"Properties"** shall mean and refer to the real property described on **Exhibit "A"** and **Exhibit "D"** together with such additional property as is subjected to this Declaration. The terms "Hideaway at Old Moultrie" may be used in this Declaration interchangeably with "Property" or "Properties."

"Special Assessment" shall mean and refer to any assessment in addition to the Installment Assessments authorized herein, levied by the Association, in any fiscal year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration.

"Surface Water Management System" or **"SWMS"** shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403 (1)-(5) of the Florida Statutes. The Properties Surface Water Management System includes those works authorized by SJRWMD pursuant to the SJRWMD Permit.

"SJRWMD" shall mean and refer to the St. John's River Water Management District.

"SJRWMD Permit" shall mean and refer to the SJRWMD permit(s) attached hereto and described in St. John's River Water Management District ("SJRWMD") permit number(s) 40-109-88458-1 (the "SJRWMD Permit") attached hereto as **Exhibit "E"** and made a part hereof.

"VA" shall mean and refer to the Veterans Administration.

"Voting Interest" shall mean and refer to the appurtenant vote(s) of each Parcel located within the Properties, which shall include the voting interests of the Declarant.

Section 2. Interpretations. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. Unless the context expressly requires otherwise, the term "Common Area," "Common Property," "Lot," "Parcel," "Home" and "Property" include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. Unless the context expressly requires otherwise, the terms "assessment" or "assessments" shall mean and refer to any assessments made in accordance with this Declaration and imposed, established and collected by the Association from time to time, including without limitation, Installment Assessments, Special Assessments and Individual Assessments. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II

DEVELOPMENT PLAN

Section 1. Operation, Maintenance and Repair of Common Areas. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area described on **Exhibit "D,"** and any improvements thereon; to maintain the entrance features of the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to maintain and repair the tot lot; to maintain any buffer and landscape areas; and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation, Bylaws and this Declaration.

Section 2. Paved Surfaces. Without limiting any other provision of this Declaration, Association is responsible for the maintenance, repair and/or resurfacing of all paved Common Area surfaces, including without limitation, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. The Declarant hereby reserves the right to construct, at any time prior to Turnover, additional ingress and egress roadways. The Declarant shall be under no obligation to construct such improvements, but any such improvements as it may construct shall be at its expense. Following completion of such improvements, however, at the sole discretion of

the Declarant, such improvements shall become part of the Common Areas owned by the Association and shall be maintained by the Association. The improvements that the Declarant is authorized by this Section to construct, place or erect shall consist of paving, curbing, irrigation facilities and landscaping similar to those located or constructed on the Properties. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses of the Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. AT PRESENT, THE ROADWAYS WITHIN THE PROPERTIES ARE PUBLIC ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT HAVE ANY CONTROL WITH REGARD TO ACCESS AND USAGE OF PUBLIC ROADWAYS BY THE GENERAL PUBLIC.

Section 3. Irrigation Facilities. The Declarant hereby reserves the right from time to time to improve and expand the existing irrigation facilities in the manner hereafter set forth at any time prior to Turnover. The Declarant shall be under no obligation to improve or expand such irrigation facilities. Following completion of such expansion and improvement, however, the irrigation facilities shall become part of the Common Area owned and maintained by the Association. The improvements that Declarant is authorized by this Section to make may consist of additional underground sprinkler lines and sprinkler heads, and may be located in, on, under, or adjacent to the Properties or the Common Area, and may either be separate from or connected to existing irrigation facilities. EACH OWNER BY THE ACCEPTANCE OF A DEED TO HIS OR HER LOT ACKNOWLEDGES AND AGREES THAT THE IRRIGATION SYSTEM MAY UTILIZE WATER SUPPLY FROM VARIOUS SOURCES. SUCH WATER IS TO BE USED FOR THE PURPOSE OF IRRIGATING THE COMMON AREAS ONLY. THE WATER FROM THESE SOURCES MAY OR MAY NOT HAVE A HIGH CONCENTRATION OF IRON WHICH CAN CAUSE STAINING. DECLARANT CANNOT DETECT IN ADVANCE WHICH WATER SUPPLY MAY STAIN WALLS, SIDEWALKS, DRIVEWAYS AND SURROUNDING AREAS. EACH OWNER ACCEPTS BY THE ACCEPTANCE OF A DEED TO HIS OR HER LOT THAT IT MAY BECOME NECESSARY TO INSTALL A TREATMENT SYSTEM TO THE IRRIGATION WATER TO PREVENT STAINING ON THE LOT, AND OWNER SHALL BE RESPONSIBLE TO INSTALL SUCH TREATMENT SYSTEM. TO THE EXTENT THAT COMMON AREAS REQUIRE SUCH TREATMENT SYSTEM, IT SHALL BE PAID FOR BY THE ASSOCIATION AS A COMMON EXPENSE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO HIS OR HER LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, NOT DECLARANT, SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE IRRIGATION SYSTEM.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) The right of the Association from time to time to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;
- (b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular Installment Assessment levied under this Declaration against his or her Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(d) The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area; provided, however, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without: (i) if prior to Turnover, the approval of (a) a majority of the Board, and (b) the consent of Declarant; or (ii) from and after Turnover, the approval of (a) a majority of the Board, and (b) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present;

(e) The right of the Association to grant easements as to the Common Area or any part thereof; and

(f) The right of the Association to otherwise deal with the Common Area.

Section 2. Delegation of Use. Any Owner may delegate his or her right of enjoyment and other rights in the Common Area to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or contract purchasers provided the foregoing actually reside in such Owner's Home. Any delegation to tenants or invitees of any of the foregoing is subject to this Declaration and the Association's Rules and Regulations.

Section 3. Easements for Parcels. Each Owner of a Parcel shall have an easement of reasonable size and duration upon, over and across the Parcels adjacent to it when any part of the improvements upon such Parcel or appurtenant structure thereof is constructed in such a manner so as to lie directly on or over the common side of the adjacent Parcel, such easement being for the purpose of maintenance, repair and reconstruction of the improvements upon such Parcel and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Parcel arising thereby, including any damage to a Home. Each Parcel is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Parcel for the inadvertent placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Parcel. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured from any point on the common boundary line between Parcels along a line perpendicular to such boundary at such point.

Section 4. Easements for Utilities, Drainage and Sprinklers. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over all utility and drainage easement areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Parcels to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Properties for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Properties; provided, however, no such apparatus or facilities

shall be installed within a Parcel so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its right hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Parcel subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Parcel and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Parcel, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Parcel, unless the Owner of such Parcel shall consent to such alteration.

Section 5. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board. ALL OWNERS, OCCUPANTS AND USERS OF HIDEAWAY AT OLD MOULTRIE ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES, INCLUDING BUILDERS WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTIES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the Rules and Regulations (the "Rules and Regulations") for the use of the Common Area, as the same are from time to time adopted by the Board. THE RULES AND REGULATIONS SHALL NOT APPLY TO DECLARANT OR TO ANY PROPERTY OWNED BY DECLARANT AND SHALL

NOT BE APPLIED IN A MANNER WHICH WOULD PROHIBIT OR RESTRICT THE DEVELOPMENT OR OPERATION OF THE PROPERTY OR ADVERSELY AFFECT THE INTERESTS OF DECLARANT. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR ITS ASSIGNS, SHALL HAVE THE RIGHT TO: (I) DEVELOP AND CONSTRUCT HOMES, COMMON AREAS AND THE RELATED IMPROVEMENTS WITHIN THE PROPERTIES, AND MAKE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, OR CHANGES THERETO; (II) MAINTAIN SALES OFFICES (FOR THE SALE AND RE-SALE OF (A) HOME AND LOTS AND (B) RESIDENCES AND PROPERTIES LOCATED OUTSIDE OF THE PROPERTIES), GENERAL OFFICE AND CONSTRUCTION OPERATIONS WITHIN THE PROPERTIES; (III) PLACE, ERECT OR CONSTRUCT PORTABLE, TEMPORARY OR ACCESSORY BUILDINGS OR STRUCTURES WITHIN THE PROPERTIES FOR SALES, CONSTRUCTION STORAGE OR OTHER PURPOSES; (IV) TEMPORARILY DEPOSIT, DUMP OR ACCUMULATE MATERIALS, TRASH, REFUSE AND RUBBISH IN CONNECTION WITH THE DEVELOPMENT OR CONSTRUCTION OF ANY PORTION OF THE PROPERTIES; (V) POST, DISPLAY, INSCRIBE OR AFFIX TO THE EXTERIOR OF ANY PORTION OF THE COMMON AREAS OR PORTIONS OF THE PROPERTIES OWNED BY DEVELOPER, SIGNS AND OTHER MATERIALS USED IN DEVELOPING, CONSTRUCTING, SELLING OR PROMOTING THE SALE OF ANY PORTION OF THE PROPERTIES; (VI) EXCAVATE FILL FROM ANY LAKES OR WATERWAYS WITHIN AND/OR CONTIGUOUS TO THE PROPERTIES BY DREDGE OR DRAGLINE, STORE FILL WITHIN THE PROPERTIES AND REMOVE AND/OR SELL EXCESS FILL; AND GROW OR STORE PLANTS AND TREES WITHIN, OR CONTIGUOUS TO, THE PROPERTIES AND USE AND/OR SELL EXCESS PLANTS AND TREES; AND (VII) UNDERTAKE ALL ACTIVITIES WHICH, IN THE SOLE OPINION OF DECLARANT ARE NECESSARY FOR THE DEVELOPMENT AND SALE OF ANY LANDS AND IMPROVEMENTS COMPRISING THE PROPERTIES.

Section 7. Title to Common Area. All or portions of the Common Areas may be dedicated by plats, created in the form of easements or conveyed by written instrument recorded in the public records. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association shall accept any and all transfer of permits from Declarant, or any other permittee of any permit required by a governmental agency in connection with the development of the Properties, as modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE DEDICATED OR CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY FROM THE DECLARANT, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

Section 8. Easements Reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant further reserves unto itself, its successors and assigns, and grants to Builders, their successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the purpose of ingress and egress to and from, and for utilities to serve, any properties that Declarant or its successors or assigns may now own or hereafter acquire that are adjacent to the Properties. The Association shall join

in or separately execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 9. Declarant and Association Easement. In addition to the aforementioned easements, Declarant reserves for itself, Builders, the Association, the ARC (as defined herein), and their respective grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Parcel and the right to enter upon each Parcel for the purpose of exercising its and their rights and obligations under this Declaration. Entry into any Parcel, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court, except for areas within Common Areas on such Parcel. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Section, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 10. Association Easement. A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Properties, and for maintenance of the Common Area and all Lots for the benefit of the Association, and the ARC (as defined herein) and their respective contractors, agents and licensees.

Section 11. Owners' Easements. Owners shall have a non-exclusive easement over the Parcels of other Owners for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Parcels, or improvements thereon, over which the user traverses, such user shall be responsible for the repair of the damages. In the event adjacent Parcels share a common sidewalk, both Owners of the adjacent Parcels and their guests, tenants and invitees, shall have a non-exclusive easement for ingress and egress over all sidewalks as constructed. In the event such common sidewalk shall require repair, replacement or maintenance, it shall be the obligation of the Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense, unless the cost of such repair, maintenance and replacement may be classified as an Individual Assessment.

Section 12. Easement Over the Grassed Area. The Association and its contractors shall have an easement over grassed portions Common Areas for lawn maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions. This easement shall extend to equipment of those maintaining lawns and grassed areas.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Parcel shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities that hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members; provided, however, no more than one (1) vote shall be cast in connection with a Lot. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessments, and it shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Parcels.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) **Class A.** Class A members shall be Owners of Lots located within the real property described in **Exhibit "A"**; provided, however, the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Lot within the Properties, the Owner of which is a Class A member, shall be entitled to one (1) vote.

(b) **Class B.** Declarant shall be the Class B member, and shall be entitled to nine (9) votes for each Lot owned; provided, however, that as to land which is annexed or added pursuant to this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after Turnover, the Declarant shall be entitled to one (1) vote for each Lot owned.

Section 3. Turnover. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners other than the Declarant. The Turnover of the Association by the Declarant shall occur at the Turnover meeting. The purpose of the Turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover meeting shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

- (a) When 90% of the Lots are conveyed to Owners, other than Declarant; or
- (b) On December 31, 2020; or
- (c) Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class B Lots owned by the Declarant shall be entitled to nine (9) votes for each Lot. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE V

RIGHTS AND OBLIGATIONS OF OWNERS AND THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally may, in its sole discretion, cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. All expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Declaration, the Articles of Incorporation or the Bylaws, are hereby declared to be Common Expenses and shall be paid by Class A and Class B members, as applicable.

Section 7. Common Area Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area in the Properties shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery. The expense of such lawn and landscaping maintenance shall be a Common Expense.

Section 8. Irrigation System. The Association is hereby granted a non-exclusive easement over, on, under, across and through the Properties for the purpose of maintaining, repairing, replacing and operating such of the irrigation facilities as may have been or may hereafter be installed in connection with its development of the Properties. No easement pursuant to this Section shall exist, however, as to any portion of the Properties occupied by any building or improvement constructed by the Declarant as part of a Home or other improvements thereon. Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on

any Common Area or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

Section 9. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Home, including, but not limited to, the right to park. The failure to pay levied fines shall subject the Owner to any and all remedies available to the Association at law or in equity.

Section 10. Surface Water/SWMS.

(a) Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the SWMS. Such maintenance shall include the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain and control the water level and quality of the SWMS; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements; provided however that the Association and the Declarant shall not be responsible for eliminating algae in the SWMS (except as may be required by the SJRWMD Permits or the SJRWMD) or for controlling frogs, insects, gnats, mosquitoes, toads, reptiles and other pests. The Association will also maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and will keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner. The Owner of any Lot forming a part of the SWMS shall remove any trash and debris along the shoreline of each Owner's Lot. Maintenance of the SWMS shall mean the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance or other surface water capabilities as permitted or required by the SJRWMD. Any repair or reconstruction of the SWMS shall be consistent with the SJRWMD Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the SWMS will adequately function, the following maintenance procedures shall be followed:

(1) The Association shall inspect or cause to be inspected all inlets and control structures for vandalism, deterioration or accumulation of sand and debris.

(2) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

restrictions set forth in this Declaration. Further, subject to the provisions of the SJRWMD Permits, Declarant and the Association shall have the right to adopt reasonable Rules and Regulations from time to time in connection with the use of the surface waters of any portion of the SWMS, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the SWMS. The use of such surface waters by the Owners shall be subject to and limited by the Rules and Regulations of Declarant and the Association, the SJRWMD Permits and all permits issued by governmental authorities, and any rights granted to other persons pursuant to the Rules and Regulations of Declarant and the Association. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any part of the SWMS for purposes of irrigation or any other use.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS THAT ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SJRWMD WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Section 11. Waterbodies. NEITHER THE DECLARANT NOR THE ASSOCIATION, MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN THE PROPERTIES; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY IN ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT AND ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY WATERBODY WITHIN THE PROPERTIES. NO FENCE OR OTHER STRUCTURE MAY BE PLACED WITHIN ANY LAKE MAINTENANCE EASEMENT. SWIMMING AND/OR BOATING WILL NOT BE PERMITTED IN ANY WATERBODY. NO PRIVATE DOCKS MAY BE ERECTED WITHIN ANY WATERBODY FORMING PART OF THE COMMON AREAS.

Section 12. Drainage and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, wet retention areas, dry retention areas and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as

(3) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

Notwithstanding the foregoing obligations of the Association, in the event that an Owner or its contractor or agent modifies or alters any aspect of the SWMS such that it is no longer in compliance with the SJRWMD Permit, the cost and expense of repair or restoration of the SWMS shall be the responsibility of the Owner making such alteration or modification whether it is within the Owner's Lot or an adjacent Lot or within the Common Area.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the SWMS, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any governmental entity having jurisdiction and SJRWMD. No docks, bulkheads, or other structures of any kind or nature, permanent or temporary, shall be constructed on, over or under any portion of the SWMS.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, St. Johns County, or SJRWMD to any drainage for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, SJRWMD, St. Johns County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the SWMS. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the SWMS without the prior written consent of the Association, St. Johns County, and SJRWMD.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the SWMS including, but not limited to, easements for maintenance or ingress and egress, shall be removed, if required by the Association or SJRWMD, the cost of which shall be paid for by such Owner as an Individual Assessment.

(f) SJRWMD and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SWMS.

(g) No Owner of property within the Property may construct or maintain any building, residential dwelling, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SJRWMD and St. Johns County.

(h) SJRWMD has the right to take enforcement action, including civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problem with the SWMS or if applicable, in mitigation or conservation areas under the responsibility or control of the Association.

(i) If applicable, monitoring and management of the mitigation areas, described in the SJRWMD Permit, shall be the responsibility of the Association. Also, if applicable, the Association shall be responsible for successful completion of the mitigation in accordance with the success criteria described in the SJRWMD Permit.

(j) Use of the surface waters of any portion of the SWMS is subject to the

to adversely affect the same. Such areas are to be maintained by Association in their natural state. A non-exclusive easement shall exist in favor of Declarant, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over the Properties over, across and upon the Properties for drainage, irrigation and water management purposes. A non-exclusive easement for ingress and egress and access exists for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Properties and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Properties and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

Section 13. Golf Driving Range Easement. All Lots within the Property abutting or contiguous with the existing golf driving range adjacent to the Property along its northerly boundary are hereby subjected to a perpetual and non-exclusive easement over the rear yards for the purpose of allowing errant golf ball retrieval during the "Daytime Operating Hours" of the driving range facility. As used herein, the term "Daytime Operating Hours" shall mean those hours during which the driving range facility is open for business but in no event any earlier than one (1) hour after sunrise or any later than one (1) hour prior to sunset. In addition, Lots 16, 17, 18 and 19 and such other Lots which are contiguous to the golf driving range facility to the north are hereby subjected to an ingress/egress and maintenance easement in favor of the owner and operator of the golf driving range for the purpose of accessing the screen located along the northern boundary of said Lots and the golf driving range for the purpose of maintaining and repairing said screen as needed from time to time. All Owners, by acceptance of a deed of conveyance for a Lot within the Property, and all occupants, by use of a Lot, do hereby assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claims or institute any actions whatsoever against Declarant, the Association, or the owner and operator of the golf driving range arising from any errant golf balls, any damages that may be caused thereby or for negligent design of the golf driving range or siting of any Lot or improvements on any Lot.

Section 14. Right of Association to Enforce. Each Owner grants Association an easement over his or her Lot for the purpose of insuring compliance with the requirements of this Declaration. In the event an Owner does not comply with this Declaration and the obligations imposed hereby, Association may perform the necessary maintenance, repair or replacement, or such other obligations created by this Declaration. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than a majority of the Board may undertake such maintenance, replacement or repairs and may assess by Individual Assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot. Failure of the Association to undertake any such maintenance, replacement or repair on behalf of the Owner or Owners shall in no event be deemed a waiver of the right to do so thereafter. Association shall have the right to enforce this Declaration by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of this Declaration, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be

so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) Installment Assessments or charges and charges for Common Expenses; (2) Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration; and (3) Individual Assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person(s) who were the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the employment of security personnel to provide services that are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Installment Assessments for Common Expenses.

(a) **Standard Increases.** The Installment Assessment for Common Expenses shall be set by the Board. The Installment Assessment for Common Expenses may be increased each year by a majority vote of the Board not more than fifteen percent (15%) above the Installment Assessment for the previous year.

(b) **Special Increases.** The Installment Assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by the approval of: (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(c) **Establishment of Assessments.** Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than fourteen (14) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

Section 4. Special Assessments. In addition to the Installment Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration. No vote of the Voting Interests shall be required for such Special Assessments, and such Special Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Association. So long

as the Declarant holds title to any Parcel, no Special Assessments shall be imposed without the prior written consent of the Declarant.

Section 5. Notice of Meeting for Any Action Authorized Under Section 3. Written notice of any members' meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast twenty percent (20%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast ten percent (10%) of all the votes of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, prior to Turnover, the Declarant shall not be obligated for, nor subject to any Installment Assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Installment Assessments and the amount received from Owners, other than the Declarant, in payment of the Installment Assessments levied against their Class A Lots. Such difference shall be called the "Deficiency," and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures, Individual Assessments, or Special Assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficiency, and waiving its right to exclusion from Installment Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the Installment Assessment established for Lots owned by Class A members. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, Individual Assessments, or Special Assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots that are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Installment Assessments: Due Dates. The Installment Assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first Lot from the Declarant to its purchaser. Subject to Section 6 above, the Installment Assessments for any land hereafter annexed or added to the jurisdiction of this Declaration shall commence as to such Lot as are within the annexed area as of the date of annexation, on the first day of the month following annexation. The first Installment Assessment against any Lot shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the Installment Assessment for Common Expenses against each Lot not later than December 1st of each calendar year for the following calendar year, unless otherwise determined by the Board. Written notice of the Installment Assessment for Common Expenses shall be sent to every Owner subject hereto. The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). The due date for Special Assessments and Individual Assessments shall be as established by the Board.

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a continuing lien on such Lot in favor of the Association. The lien for assessments provided for herein shall be subordinate to the lien of any first or second mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FNMA, FHA or VA. Except for liens for all sums secured by a first or second mortgage in favor of an Institutional Lender, all other lienors acquiring liens on any Lot after the recordation of this Declaration in the public records of St. Johns County shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the public records of St. Johns County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors of the existence of the lien hereby created in favor of the Association and the priority thereof. The lien for assessments provided herein is effective from and after the recording of such lien in the public records of St. Johns County, but shall relate back to the date that this Declaration was recorded. The Association may assess against any Owner, as an Individual Assessment, the costs of collection incurred in connection with the collection of assessments, or any other costs incurred by the Association in connection with the enforcement of the terms of the Declaration against an Owner.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Association. Assessments and installments on such assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen (18%) percent per annum (or the maximum allowable rate by law, whichever is greater) from the date when due until paid and there shall also be assessed as an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. All payments on accounts shall be first applied to fines, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Home. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Home.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed under Florida law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Home which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Home foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Home shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first or second mortgage which is given

to or held by an Institutional Lender, or which is guaranteed or insured by the FHA, FNMA or VA. The sale or transfer of any Home pursuant to foreclosure of such a first or second mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Home Owner from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such Mortgagee of a Home any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Home; provided, however, that such Mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Home encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such Mortgagee holding a lien on a Home may pay, but shall not be required to pay, any amounts secured by the lien created by this Article. Mortgagees are not required to collect assessments.

Section 14. Individual Assessments. Any cost or expense required to be paid by an Owner related to such Owner, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due or upon demand and such default continues for thirty (30) days after written notice.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16. Uniform Rate of Assessment. Installment Assessments shall be uniform for all Lot in a designated class. Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on such frequency as determined by the Board.

Section 17. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Home, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Home for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Homes. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area, then the amount of such excess may be specially assessed by the Board, in its discretion, in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Homes within the Property, and the quotient shall be the amount of such Individual Assessment against each Home. In the Board's discretion, such Individual Assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such Individual Assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such Individual Assessment is not an increase in the Installment Assessment subject to the limitations of this Article.

Section 18. Acceleration of Assessments. In the event of nonpayment of any assessment on or before the date when due, at its option, the Association may accelerate the Installment Assessments due to the end of the budget year, regardless of whether Installment

Assessment installments are not yet due and payable, whereupon the entire budget year's Installment Assessments shall be immediately due and payable, and, at its option, the Association may declare all other sums, including Special Assessments, Individual Assessments, fines, interest and administrative late fees, immediately due and payable.

Section 19. Working Capital Contribution. There shall be a working capital contribution fee of TWO HUNDRED and No/100 Dollars (\$200.00), which fee shall be paid to the Association by each Owner that purchases a Lot from the Declarant. The working capital contribution shall be paid at the time of closing and transfer of title on their Lot and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as working capital contributions are not to be considered as advance payments of regular assessments.

Section 20. Reserves. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Area ("Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. So long as the Declarant owns a Lot, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

ARTICLE VII

[INTENTIONALLY OMITTED]

ARTICLES VIII

MASTER PLAN

Section 1. Master Plan of Development. On file with St. Johns County Planning and Zoning Department is a copy of the master plan of development (the "Master Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "Master Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Declaration shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration; provided, that, the Declarant holds title to

such portion of the Properties. The Association shall have no right to withdraw land from the Properties.

Section 4. Annexation.

(a) Additions to Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in this Section 4 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a supplement to this Declaration describing the annexed land and extending the scheme of the covenants and restrictions of this Declaration to such land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established

by this Declaration as such affect the land described on the attached **Exhibit "A"** and **Exhibit "B"** unless such revocations, modifications or additions are added by a Supplement including a written joinder of the Association approved by (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(3) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as provided herein.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 5. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the Master Plan and any amendments thereto. Neither the Declarant, nor its successors nor assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

ARTICLE IX

SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF FNMA

Section 1. Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first or second mortgage encumbering a Home, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and Bylaws, and any Rules and Regulations in force from time to time, and/or the most recent audited annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Declarant, and upon not more than thirty (30) days' notice to the other party to such contract or lease.

Section 3. Reserves. The Association may establish and maintain, out of assessments, adequate reserve funds for periodic maintenance, repair and replacement of

improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

Section 4. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Home number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the Home encumbered by its mortgage.
- (b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Home encumbered by its mortgage.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 5. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board may designate from time to time, may be provided with fidelity bond coverage at the expense and for the benefit of the Association.

Section 6. Compliance with HUD, FHA, VA, FNMA, GNMA. Notwithstanding any provision of this Article to the contrary, so long as Declarant owns a Parcel within the Properties, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Homes or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of St. Johns County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of St. Johns County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of St. Johns County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration, he or she shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration and such other provisions shall remain in full force and effect.

Section 4. Amendments. This Declaration may be amended from time to time as provided in this Section.

(a) **General Restrictions on Amendments.** Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns, shall own any Parcel no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration. Prior to Turnover, no amendment shall be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the Properties shall have the prior approval of SJRWMD; such approval need not be recorded. No amendment shall be effective unless it is recorded in the St. Johns County Public Records.

(b) **Amendments Prior to Turnover.** Prior to Turnover, the Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties. In the event that the Association shall desire to amend this Declaration prior to Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment.

(c) **Amendments After Turnover.** After Turnover, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board, and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which a quorum is present.

Section 5. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 6. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Homes. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7. Approvals. Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 8. Mediation/Arbitration of Disputes. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association; (b) those regarding any of the Rules and Regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board or any of the Association's committees; and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all Rules and Regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board, or any of the Association's committees.

Section 9. Warranties. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT DECLARANT WAS NOT AND IS NOT THE INITIAL DEVELOPER OF THE PROPERTIES. THE INITIAL DEVELOPER IS HIDEAWAY AT OLD MOULTRIE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHICH HAS CONSTRUCTED, IMPROVED AND INSTALLED THE COMMON AREA IMPROVEMENTS AND ANY RELATED INFRASTRUCTURE OF THE PROPERTIES. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT DECLARANT HAS NOT ASSUMED ANY LIABILITIES NOR ANY

OBLIGATIONS OF HIDEAWAY AT OLD MOULTRIE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS THE INITIAL DEVELOPER OF THE COMMON AREA IMPROVEMENTS AND RELATED INFRASTRUCTURE, OR OTHERWISE. EACH OWNER DOES DISCHARGE, RELEASE AND FULLY EXONERATE RAH FROM ANY AND ALL SUCH LIABILITIES AND OBLIGATIONS, AND DOES COVENANT NOT TO SUE OR MAKE ANY CLAIM AGAINST DECLARANT FOR SUCH LIABILITIES OR OBLIGATIONS.

Section 10. Authority of the Board. Except when a vote of the Voting Interests is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board, and the Association and the Owners shall be bound thereby.

Section 11. Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Properties and sales and re-sales of Homes and/or other properties owned by Declarant or others outside of the Properties. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of the Properties, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover.

Section 12. Modification. The development and marketing of the Properties will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Properties to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 13. Promotional Events. Prior to the Turnover, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within the Properties and/or on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market the Properties and Homes in advertisements and other media by making reference to the Properties, including, but not limited to, pictures or drawings of the Properties, Common Areas, Parcels and Homes constructed in the Properties. All logos, trademarks, and designs used in connection with the Properties are the property of Declarant, and Association shall have no right to use the same except with the express written permission of Declarant.

Section 14. Additional Development. If Declarant withdraws portions of the Properties from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

Section 15. Representations. Declarant makes no representations concerning development both within and outside the boundaries of the Properties including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on the Properties or adjacent to or near the Properties, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 16. Reliance. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE PROPERTIES TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HERAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTIES ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTIES. BY THE ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTIES, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTIES WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (IV) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTIES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

ARTICLE XI

ARCHITECTURE AND LANDSCAPING

Section 1. Members of the Architectural Review Committee. The ARC shall consist of three (3) members. The initial members of the ARC shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Homes planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the ARC shall be appointed by the Board and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the ARC may be removed at any time without cause. The Board shall have the right to appoint and remove all members of the ARC. So long as the Declarant owns a Parcel, the Declarant shall have the right to appoint and remove all members of the ARC.

Section 2. Purpose and Function of ARC. The purpose and function of the ARC shall be to (a) create, establish, develop, foster, maintain, preserve and protect within the Properties a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within the Properties. Neither the Declarant nor the ARC, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for the Properties or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Areas, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common Area, except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the ARC.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the ARC shall take into account the objects and purposes of this Declaration and the purposes and function of the ARC. Such review by and approval of the ARC shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Properties community in general. The ARC shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for the Properties.

Section 5. Design Standards and Design Review Manual. The ARC shall develop, adopt, promulgate, publish and make available to all Owners and others who may be interested

and at a reasonable charge detailed architectural and landscape design standards, specifications and criteria (the "Design Review Manual"). The Design Review Manual is to be used by the ARC as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the ARC. Until the Developer's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Developer in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the ARC shall, in its discretion, determine. Such Design Review Manual shall be used by the ARC and other affected persons only as a guide and shall not be binding upon the ARC in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration. The ARC may from time to time change, modify and amend the Design Review Manual.

Section 6. Procedure for Review. In order to obtain the approval of the ARC, each Owner shall observe the following:

(a) Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, and specifications and the times scheduled for completion, all as reasonably specified by the ARC.

(b) In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

(c) No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.

(d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.

(e) In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for

such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

(f) Upon disapproval, the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The decision of the ARC, or if appealed, of the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 7. Duration of Approval. Any approval of plans, specifications and other materials, whether by the ARC or by the Declarant or the Board of Directors of the Association following appeal as provided in these Articles, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ARC on resubmission in any respect.

Section 8. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the ARC of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on Properties or Common Area after having been previously approved by the ARC, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement visible from the exterior of the Home.

Section 9. Declarant Exempt. This Article shall not apply to the Declarant or to any property owned by Declarant and shall not be applied in a manner which would adversely affect the interests of the Declarant.

Section 10. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the ARC and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the ARC for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Home or any interest therein, shall be deemed to have agreed that he or she or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the ARC, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ARC, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or

regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the ARC, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

ARTICLE XII

ARTICLE VIII - USE RESTRICTIONS

Section 1. Protective Covenants. In order to keep the Property a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration (the "Use Restrictions"). Without limiting any of the provisions or requirements hereof, the specific references to Declarant or ARC approval set forth in this Article or elsewhere in this Declaration shall not be construed as a limitation of the requirements of this Article. The following Use Restrictions shall apply to all Homes within the Properties. Each Owner must comply with the following:

Section 2. Alterations and Additions. No material alteration, addition or modification to a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration.

Section 3. Lot Re-subdivision. No Lot shall be further subdivided, replatted, or separated into smaller Lots by any Owner. Provided however, this restriction shall not prohibit corrective deeds or similar corrective instruments. As set forth above, Declarant shall have the right to reconfigure Lots or modify subdivision plats of the Property if Declarant owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots that are included within the portion of the Plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

Section 4. Vehicles.

(a) Parking. There shall be a maximum of four (4) vehicles associated with each Lot. With respect to overnight parking, all parking spaces in the garage must be used for vehicle parking before another vehicle may be parked in the driveway. In no event shall any resident or any guest of a resident be allowed to park in or along the street overnight. All parking within the Property shall be in accordance with Rules and Regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag as required pursuant to state law and must be in a good, clean and attractive condition. No commercial vehicle (except a police car), meaning any car, truck or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked on a driveway overnight. No commercial vehicle (except a police car) shall be parked in any parking space except with the written consent of the Board. No motorcycles, jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property, except wholly within an Owner's garage. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the Property.

(b) Repairs and Maintenance of Vehicles. Vehicle maintenance or repair which occurs completely within an Owner's garage may continue indefinitely so long as the garage door is completely shut while the resident is not working on the vehicle. Vehicle maintenance or repair that occurs, in any part, outside of the Owner's garage shall not continue for more than twenty-four (24) consecutive hours.

(c) Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot, and tow vehicles in violation of this Declaration. An affidavit of the person posting theforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, boats, etc.

Section 5. Visibility at Street Intersections. No obstruction to visibility at street intersections shall be permitted. The ARC shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

Section 6. Garbage and Trash Containers. All garbage and trash containers must be placed within the garage and shall be maintained in accordance with Rules and Regulations adopted by the Board. Each Owner shall be required to use the trash container, if any, provided by the Association. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider; provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day.

Section 7. Window Air Conditioners. No window air conditioning unit shall be installed in or on any of the Homes.

Section 8. Hazardous Materials. No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes, Rules and Regulations. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use may be stored or used in the Property only in strict compliance with manufacturers' directions and applicable safety laws and codes, shall be stored in containers specifically designed for such purposes and shall be disposed of in accordance with all applicable laws.

Section 9. Fireworks. No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from any Lot on or from the Property or on or from the Common Area.

Section 10. Removal and Replacement of Trees. In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the initial improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Property. If any tree located on the Lot at the time of completion of the initial improvements thereafter dies, such tree shall be replaced by the Owner, at the Owner's expense, by a similar tree of no less than two inches (2") in diameter.

Section 11. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant and/or Builders and administrative offices of Declarant and/or Builders, no commercial or business activity shall be conducted within the Property, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a Home

business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Property. No solicitors of a commercial nature shall be allowed within The Property, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association.

Section 12. Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within The Property. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE LOTS IN the Property AND THE RESIDENTIAL ATMOSPHERE THEREOF.

Section 13. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The Association shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout the Property.

Section 14. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Property without the prior written approval of the ARC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

Section 15. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Property complies with this Declaration, such dispute shall be decided by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 16. Fences, Walls and Hedges. No fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot without the prior written consent of the ARC. As to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of white vinyl material and must be kept in good condition and repair. Construction or planting of any fence, wall or hedge must be approved in accordance with this Declaration.

Section 17. Garages. Homes may have their own garage. No garage shall be converted into a general living area unless specifically approved by the ARC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. Garages may not be enclosed, modified or altered for use as any purpose other than the storage of vehicle(s).

Section 18. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

Section 19. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of the Property. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of

the Property shall be the same as the responsibility for maintenance and repair of the property concerned. No Owner, his or her family, tenant, guest or invitee shall conduct any illegal activity or business inside the Home, including without limitation, gambling, the sale or manufacture of drugs, the sale of guns, or the sale or creation of pornographic material. Further, no Owner, his or her family, tenant, guest or invitee shall erect any displays or signs indicating that the Home is being used as something other than a residence. Further, no Owner, his or her family, tenant, guest or invitee shall store, park or otherwise keep equipment or other items related to business outside the Home or in any Common Area. The use, storage or disposal of any grouping or classification of materials that are designated as a hazardous material under Federal, State or local law is expressly prohibited on any Lot or Common Area.

Section 20. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements (collectively, "Lease Agreements") shall be provided to the Association at least thirty (30) days prior to commencement of the lease term. No Lease Agreement may be for a term of less than one (1) year. The lease of any Home shall not release or discharge the Owner from compliance with any of his or her obligations and duties as an Owner. Any such lease shall be in writing and provide that all of the provisions of this Declaration, the Bylaws, the Articles and the Rules and Regulations shall be applicable and enforceable against any person occupying a Home to the same extent as against an Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by this Declaration, the Bylaws, the Articles and the Rules and Regulations.

Section 21. Nuisances. No nuisance shall be permitted to exist on any Lot or Common Area so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Area. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Area. The determination of the Board as to what may be or become a nuisance shall be conclusive.

Section 22. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any upon or on the Property.

Section 23. Signs and Flags. No sign, advertisement, notice, flag or flag pole of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Home, the Common Area, or from any window, unless express prior written approval of its size, shape, content, appearance and location has been obtained from the ARC, which approval may be withheld for any reason, and the ARC may, in its sole discretion, prohibit all signs. Notwithstanding the terms and conditions of this Section, each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day may display portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, fire department or police department in a respectful manner. In addition, each Owner may display one portable, removable college or professional sports team flag on game day only. Further, notwithstanding the foregoing, the Declarant, Builders and those persons or entities specifically designated by Declarant, shall be permitted to post and display advertising signs on the Property for the marketing, sale, or rental of Lots without ARC approval.

Section 24. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Property without the prior written consent of the ARC. No basketball backboards, skateboard ramps, or play structures, either permanent or portable, will be permitted. This Section shall not apply to the Declarant.

Section 25. Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to the Property. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody.

Section 26. Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

Section 27. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

Section 28. Animals and Pets. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, including the Common Area, except that each Owner is granted a license to maintain no more than a combined total of two (2) dogs, cats or other domestic pets and otherwise in accordance with the Rules and Regulations established by the Board from time to time; provided that they are not raised, bred or maintained for any commercial purpose. This license may be revoked by the Board. Further, pets such as birds or fish that are kept wholly within the Home may be maintained, provided that if any such pets become a nuisance, the Board shall have the right, but not the obligation, to require their removal. No pets shall constitute a nuisance on the Property. All pets must be held or kept leashed or otherwise appropriately restrained at all times they are on any portion of the Property other than within the Owner's Home or within a fenced in portion of the Owner's Lot. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right, but not the obligation, to designate specific areas within the Property where pets may be walked on or off leashes by their Owners. The Association further reserves the right to demand that an Owner permanently remove from the Property all pets that create disturbances or annoyances that constitute nuisances, in the sole determination of the Board. The decision of the Board in such matters is conclusive and shall be enforced by the Association. The Board is authorized from time to time to make such other rules relating to pets as it deems necessary or advisable. Neither the Board, nor Declarant, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing in Rules and Regulations governing pets and any Owner maintaining a pet on the Property shall indemnify and hold the Association, Declarant, each Owner and the Board harmless from any loss, claim or damage arising from or in connection with the maintenance of a pet on the Property. This section also applies to tenants who have pets.

Section 29. Declarant Exempt. This Article shall not apply to the Declarant or to any property owned by Declarant and shall not be applied in a manner which would adversely affect the interests of the Declarant. Without limiting the foregoing, Declarant and/or its assigns, shall have the right to: (i) develop and construct commercial, and industrial uses, Homes, Common Areas, and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a)

Homes and (b) residences and properties located outside of the Properties), general office and construction operations within the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structure within the Properties for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the Properties; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of the Properties owned by Declarant, signs and other materials used in developing, constructing, selling or promoting the sale of any portion the Properties, including without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties, if any, by dredge or dragline, store fill within the Properties and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements comprising the Properties. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant.

Section 30. Amendments and Modifications by Declarant. Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right prior to the Turnover Date, to amend, modify or grant exceptions or variances from any of the Use Restrictions without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development; provided further, any amendment proposed to these documents which would affect the SWMS, conservation areas or water management portions of the Common Areas shall be submitted to SJRWMD for review prior to finalization of the amendment. SJRWMD shall determine if the proposed amendment will require a modification of the SJRWMD Permit, and, if a SJRWMD Permit modification is necessary, the modification must be approved by SJRWMD prior to the amendment. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Homes, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE XIII

DECLARANT AND ASSOCIATION LIABILITY

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTIES, EXCEPT AS OTHERWISE PROVIDED HEREIN. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

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

AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTIES, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTIES MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTIES, ALL OWNERS OR USERS OF SUCH PROPERTIES SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration for Hideaway at Old Moultrie to be executed by its duly authorized officers and affixed its corporate seal as of this 4th day of November, 2005.

[Signature and Acknowledgement Appear on the Following Page]

WITNESSES:

"Declarant"

RICHMOND AMERICAN HOMES OF
FLORIDA, LP, a Colorado limited partnership

By: RAH of Florida, Inc.,
a Colorado corporation

Its: General Partner

Cynthia S. Lima
Print Name: CYNTHIA S. LIMA
John A. Spiegel
Print Name: JOHN A. SPIEGEL

By: John D. Moran Jr.
Name: JOHN D. MORAN JR.
Title: DIVISION PRESIDENT - EAST
Date: 11-04-05

STATE OF FLORIDA)
COUNTY OF CLAY)SS

The foregoing instrument was acknowledged before me this 4TH day of Nov.,
2005, by JOHN D. MORAN JR. as DIV. PRES. - EAST of RAH of Florida, Inc., a Colorado corporation,
the General Partner of RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited
partnership, who acknowledges that he or she executes the foregoing on behalf of the
company. [He] She is personally known to me or has produced
as identification.

Cynthia S. Lima
Notary Public
CYNTHIA S. LIMA
Print Name
My commission expires: 3-17-07

Exhibits:

- "A" – Property
- "B" – Articles of Incorporation
- "C" – Bylaws
- "D" – Common Areas
- "E" – SJRWMD Permit

BONDED THRU TROY FAIN INSURANCE, INC.
March 17, 2007
MY COMMISSION # DD181458 EXPIRES
Cynthia S. Lima



JOINDER

HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC.

HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") does hereby join in the Declaration for Hideaway at Old Moultrie ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for the purpose of subjecting any lands owned by Association to the terms of this Declaration. Association agrees that it has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4/14
day of Nov. 2005.

WITNESSES:

Hideaway at Old Moultrie Association, Inc.
a Florida not-for-profit corporation

Print Name: Chris Topher Curry

Print Name: CYNTHIA S. LIMA

By: John A. Spiegel
Name: JOHN A. SPIEGEL
Title: PRESIDENT

{SEAL}

Nov. The foregoing instrument was acknowledged before me this 4th day of November, 2005 by JOHN A. SPIEGEL, as President of Hideaway at Old Moultrie Association, Inc., a Florida not-for-profit corporation who is personally known to me or ~~who has produced~~ as identification.

My commission expires: 3-17-07

Cynthia S. Lima
NOTARY PUBLIC, State of Florida at Large
Print Name: CYNTHIA S. LIMA



Cynthia S. Lima
MY COMMISSION # DD181458 EXPIRES
March 17, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

EXHIBIT "A"
PROPERTY

HIDEAWAY AT OLD MOULTRIE

A parcel of land situated in Section 36, Township 7 South, Range 29 East St. Johns County, Florida lying East of the Florida East Coast Railway Right of Way and West of Old Moultrie Road and being more particularly bounded and described as follows:

COMMENCE at the intersection of the North Line of said Section 36 and the Easterly Right of Way Line of said Florida East Coast Railway; thence S 04°39'56" E along said Easterly Right of Way line 2024.30 feet to the POINT OF BEGINNING; thence North 85°20'04" East, a distance of 48.87 feet; thence South 53°28'08" East, a distance of 18.92 feet; thence South 44°23'33" East, a distance of 84.71 feet; thence South 50°31'46" East, a distance of 55.63 feet; thence South 23°34'47" East, a distance of 36.08 feet; thence South 07°20'09" East, a distance of 53.05 feet; thence South 00°45'59" West, a distance of 42.91 feet; thence South 04°13'26" East, a distance of 46.99 feet; thence South 20°52'51" East, a distance of 53.18 feet; thence South 31°34'07" East, a distance of 55.21 feet; thence South 20°13'56" East, a distance of 42.36 feet; thence South 07°05'13" East, a distance of 74.53 feet; thence South 07°41'58" East, a distance of 63.05 feet; thence South 03°40'53" East, a distance of 69.01 feet; thence South 21°35'00" East, a distance of 40.37 feet; thence South 16°05'45" East, a distance of 65.87 feet; thence South 42°12'35" East, a distance of 27.75 feet; thence South 17°36'34" East, a distance of 72.53 feet; thence South 31°50'11" East, a distance of 55.81 feet; thence South 01°47'41" East, a distance of 44.72 feet; thence North 83°36'08" East, a distance of 97.32 feet; thence North 19°26'17" West, a distance of 95.60 feet; thence North 03°49'37" East, a distance of 51.55 feet; thence North 04°08'05" East, a distance of 77.22 feet; thence North 15°04'45" East, a distance of 52.68 feet; thence North 03°31'45" East, a distance of 65.63 feet; thence North 22°36'30" East, a distance of 48.03 feet; thence North 08°40'45" East, a distance of 88.97 feet; thence North 36°56'42" West, a distance of 49.56 feet; thence North 33°00'10" West, a distance of 54.30 feet; thence North 43°08'18" West, a distance of 81.75 feet; thence North 13°40'15" West, a distance of 39.43 feet; thence North 43°03'58" West, a distance of 54.37 feet; thence North 02°22'34" East, a distance of 40.43 feet; thence North 02°53'29" West, a distance of 74.56 feet; thence North 29°08'51" West, a distance of 55.88 feet; thence North 01°17'07" East, a distance of 51.68 feet; thence North 21°31'23" West, a distance of 63.56 feet; thence North 46°18'41" West, a distance of 46.57 feet; thence North 41°23'56" West, a distance of 51.95 feet; thence North 02°35'38" West, a distance of 58.22 feet; thence North 24°12'56" West, a distance of 69.24 feet; thence North 11°02'05" West, a distance of 108.56 feet; thence North 14°50'33" West, a distance of 66.97 feet; thence North 11°42'30" West, a distance of 39.69 feet; thence North 87°42'13" East, a distance of 684.56 feet; thence South 03°06'55" East, a distance of 740.95 feet; thence North 87°42'13" East, a distance of 434.87 feet; thence South 28°19'50" East, a distance of 192.14 feet; thence North 65°15'17" East, a distance of 12.54 feet to a point of curve to the right having a radius of 230.00 feet and a central angle of 38°00'32"; thence easterly along the arc a distance of 152.58 feet; thence South 76°44'11" East, a distance of 67.07 feet to a point of curvature to the left having a radius of 70.00 feet and a central angle of 15°56'47"; thence easterly along the arc a distance of 19.48 feet; thence North 87°19'02" East, a distance of 23.64 feet to a point of curve to the left having a radius of 25.00 feet and a central angle of 89°47'31"; thence northeasterly along the arc a distance of 39.18 feet; thence South 02°28'29" East, a distance of 127.00 feet to the point of curvature of a non tangent curve to the left, of which the radius point lies South 87°31'31" West, a radial distance of 25.00 feet; thence northwesterly along the arc, through a central angle of 90°12'57", a distance of 39.36 feet; thence South 87°18'34" West, a distance of 23.17 feet to the point of curvature of a curve to the right, of which the radius point lies North 02°41'26" West, a radial distance of 147.00 feet; thence westerly along the arc, through a central angle of 23°14'12", a distance of 59.62 feet; thence North 69°26'46" West, a distance of 66.00 feet to a point of curve to the left having a radius of 100.00 feet and a central angle of 32°25'33"; thence westerly along the arc a distance of 56.59 feet a point of compound curve to the left having a radius of 170.00 feet and a central angle of 12°52'23"; thence westerly along the arc, a distance of 38.20 feet; thence South 65°15'17" West, a distance of 52.45 feet; thence South 07°16'01" West, a distance of 173.18 feet; thence South 17°00'12" East, a distance of 197.53 feet; thence South 87°42'22" West, a distance of 584.55 feet; thence South 02°27'38" East, a distance of 430.00 feet; thence South 87°42'22" West, a distance of 417.07 feet; thence South 02°25'32" East, a distance of 660.56 feet; thence South 87°41'35" West, a distance of 304.99 feet to said Easterly Right of Way Line; thence North 04°39'56" West along said Easterly Right of Way Line, a distance of 1,969.50 feet to the POINT OF BEGINNING.

The aforescribed Parcel contains 1,723,464.73 Square Feet or 39.57 Acres, more or less.

11/02/2005 10:55 8502310618

850-205-0381

11/2/2005

PENNINGTON LAW FIRM

PAGE 01/05

003 Florida Dept of State

Exhibit "B"

I certify from the records of this office that HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 1, 2005.

The document number of this corporation is N05000011167.

I further certify that said corporation has paid all fees due this office through December 31, 2005, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 405A00065852-110205-N05000011167-1/1, noted below.

Authentication Code: 405A00065852-110205-N05000011167-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Second day of November, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

11/02/2005 10:55 8502310618

850-205-0381

PENNINGTON LAW FIRM

PAGE 02/03

11/2/2005 10:22

PAGE 002/003 Florida Dept of State



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC., a Florida corporation, filed on November 1, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000254657. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000011167.

Authentication Code: 405A00065852-110205-N05000011167-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Second day of November, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

Nov. 1, 2005 11:24AM

No. 0646 P. 3

H05000254657 3

AMENDED AND RESTATED

ARTICLES OF INCORPORATION
OF
HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)

PREMISES

On or about May 25, 2005, James R. Young, as Incorporator, did cause to be filed with the Office of Secretary of State of the State of Florida the Articles of Incorporation of Hideaway at Old Moultrie Association, Inc. (the "Original Articles") for the purpose of, and thereby, forming a Florida corporation not-for-profit by that name (the "Corporation") pursuant to Chapter 617 Florida Statutes to serve as a homeowners association under and pursuant to Sections 617.301 et seq. Florida Statutes for a residential community to be known as "HIDEAWAY AT OLD MOULTRIE."

Pursuant to Article XI of the Original Articles, the Corporation retained and has the right to amend the Original Articles upon the affirmative vote or written consent of members of the Corporation holding not less than seventy-five percent (75%) of the total votes of the members of the Corporation. As of the date hereof, the Corporation has but one (1) member, to wit: RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership ("RAH").

RAH desires now to, and does hereby, further amend, restate and replace the original Articles as amended by the aforesaid Articles of Amendment in their entirety so as to henceforth read as follows, to wit:

In compliance with the provisions of Chapter 617, Florida Statutes, the undersigned does hereby make, subscribe, acknowledge and file in the Office of the Secretary of State of the State of Florida as the Amended and Restated Articles of Incorporation of Hideaway at Old Moultrie Association, Inc., a Florida corporation not-for-profit, the following, to wit:

ARTICLE I - NAME

The name of this corporation is HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC. (the "Association").

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 505 Plaza Circle, Suite 206 Orange Park, Florida 32073 which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be Complete Association Management, Inc., c/o Kurt A. Ensell, 2455 Camphorwood Court, Orange Park, Florida 32065.

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property described in that certain DECLARATION FOR HIDEAWAY AT OLD MOULTRIE (the "Declaration"), to be recorded among the Public Records of St. Johns County, Florida, and any amendments or modifications thereof (the "Declaration") relating to the Properties (as defined in the Declaration) and any additions thereto as may hereafter be brought within the

Nov. 1, 2005 11:24AM

No. 0646 P. 4

H05000254657 3

jurisdiction of the Association. The purposes of this Association shall include, without limitation of the maintenance of the Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. For the foregoing purposes, this Association is empowered to:

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon the approval of (i) a majority of the Board of Directors, and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's assessment collection rights;

(5) dedicate, sell, or transfer all or any part of this Association's property for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty-six and two-thirds percent (66 2/3%) of the Voting Interests, agreeing to such dedication, sale or transfer;

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have been approved by (i) a majority of the Board of Directors; and (ii) sixty-six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present;

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) operate, maintain and manage the surface water or stormwater management system(s) for the Common Area (collectively, the "SWMS") in a manner consistent with the St. Johns River Water Management District ("District") requirements and applicable District rules, and shall have the power to assist in the enforcement of the provisions of the Declaration which relate to the SWMS.

(10) operate and maintain the SWMS, including all inlets, ditches, swales, culverts, piping systems, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas;

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- (11) sue or be sued;
- (12) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration; and
- (13) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise.

ARTICLE V- MEMBERSHIP AND VOTING RIGHTS

A. This Association shall be a membership corporation, without certificates of shares of stock.

B. Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association.

C. The share of an Owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such Owner's or member's Lot.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which prior to Turnover, shall consist of three (3) directors, and thereafter shall consist of five (5) directors. Directors shall be members of the Association; provided, however, prior to Turnover, Directors need not be members of the Association. The names and addresses of the persons, who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

John "Jay" Spiegel	505 Plaza Circle Suite 206 Orange Park, Florida 32073
Robert Morganti	505 Plaza Circle Suite 206 Orange Park, Florida 32073
Regina Norris	505 Plaza Circle Suite 206 Orange Park, Florida 32073

The initial Board of Directors herein designated shall serve until Turnover and until the Turnover meeting thereafter. Directors elected at the Turnover meeting shall serve on the Board as set forth in the Bylaws.

ARTICLE VII - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

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John "Jay" Splegel	President	505 Plaza Circle Suite 206 Orange Park, Florida 32073
Robert Morganti	Vice President	505 Plaza Circle Suite 206 Orange Park, Florida 32073
Regina Norris	Secretary/Treasurer	505 Plaza Circle Suite 206 Orange Park, Florida 32073

ARTICLE VIII - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Julius J. Zschau	2701 North Rocky Point Drive Suite 900 Tampa, Florida 33607

ARTICLE IX - DISSOLUTION

The Association will exist in perpetuity. However, this Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than sixty-six and two-thirds percent (66 2/3%) of the Voting Interests. Upon dissolution of this Association, other than incident to a merger or consolidation, the assets of this Association, including but not limited to any SWMS, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) Prior to Turnover, the Board of Directors may amend these Articles by a majority vote of the Directors.

Thereafter, these Articles may be amended as follows:

(2) If the Board of Directors wish to amend the Articles, the Directors must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at an annual meeting or special meeting of members entitled to vote on the proposed amendment.

(3) Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote.

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(4) The proposed amendment must be adopted by a majority of the Voting Interests present at a meeting either in person or by proxy, at which a quorum is present.

or

(5) members entitled to vote on proposed amendments to the Articles may amend the Articles without action by the Directors at a meeting for which notice of the changes to be made is given and the assent of seventy-five percent (75%) of the entire Voting Interests.

B. Any number of amendments may be submitted and voted upon at any one meeting.

C. No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration.

D. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of St. Johns County, Florida.

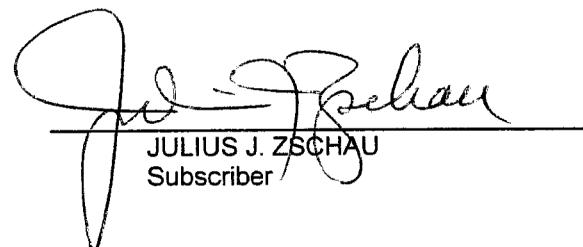
ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding or settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results. Any capitalized terms used herein but not defined shall have the meaning as defined the Declaration.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 31 day of October, 2005.



JULIUS J. ZSCHAU
Subscriber

Nov. 1, 2005 11:26AM

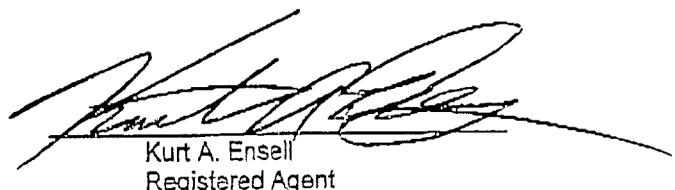
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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC., at the place designated in these Articles of Incorporation, the undersigned hereby agrees to act in this capacity, and agrees to comply with the provisions of the laws of the State of Florida relative to keeping such office open.

Dated this 31 day of Oct, 2005.



Kurt A. Ensell
Registered Agent

Registered Office:

2455 Camphorwood Court
Orange Park, Florida 32065

Principal Corporation Office:

505 Plaza Circle
Suite 206
Orange Park, Florida 32073

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CERTIFICATE OF ADOPTION
BY
BOARD OF DIRECTORS
OF AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC.,
a Corporation Not for Profit

The date of adoption of the amendment and restated articles of incorporation was:
10/13/05

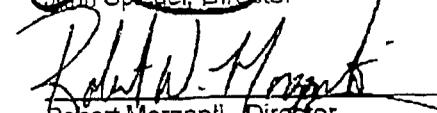
Effective date: 10/13/05

Adoption of Amendment and Restatement:

The amendment and restatement was adopted by the members and the number of votes cast for the amendment and restatement was sufficient for approval.

Signed this 31 day of Oct, 2005.


John Spiegel, Director


Robert Morganti, Director

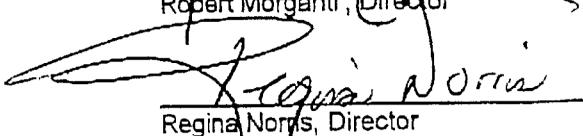

Regina Norris, Director

EXHIBIT "C"

BYLAWS OF HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

Section 1. Name. The name of the corporation is HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC. (the "Association").

Section 2. Location. The principal office of the Association shall be located at 505 Plaza Circle, Suite 206, Orange Park, FL 32073, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All initially capitalized terms not defined herein shall have the meanings set forth in the DECLARATION FOR HIDEAWAY AT OLD MOULTRIE, recorded among the Public Records of St. Johns County, Florida, and any amendments or modifications thereof (the "Declaration"). "Member" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter, on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all Voting Interests.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the Voting Interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, Voting Interests may be voted in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot or upon revocation being filed with the Secretary of the Association.

Section 6. Place. All Members' meetings shall be held within the State of Florida as may be directed by the Board of Directors.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this or her Association shall be managed by a Board of Directors which, prior to Turnover, shall consist of three (3) directors. Directors shall be members of the Association; provided, however, that prior to Turnover, Directors need not be Members of the Association. The Members, by majority vote of the Voting Interests (in person or by proxy) at a duly noticed annual or special meeting at which a quorum is present, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than five (5) Directors following Turnover.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until the Turnover meeting, at which time the members shall elect five (5) directors. Directors elected at the first such annual membership meeting shall serve on the Board as determined by the number of votes cast for each elected Director as follows: (i) the two (2) Directors receiving the highest number of votes shall serve on the Board for two (2) years and (ii) the remaining three (3) Directors receiving the lowest number of votes shall serve on the Board for one (1) year each. Subsequently elected Directors shall be elected for a term of two (2) years. A Director shall continue in office until his or her successor shall be elected and qualified, unless he or she sooner dies, resigns, or is removed, or otherwise disqualified to serve. Further, it is provided that prior to Turnover, Developer shall have the right to name Directors.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Voting Interests (in person or by proxy) at a duly noticed meeting of the Members in which a quorum is present. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor; provided that, prior to Turnover Developer shall have the right to name successor Directors.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual

meeting. The Nominating Committee shall consist of a Chairperson, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the Voting Interests (in person or by proxy). At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this or her Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Voting Interests;

(b) supervise all officers, agents and employees of this or her Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period;

(2) send written notice of such Annual Assessment to every Owner subject thereto at least thirty (30) days in advance of each Annual Assessment period; and

(3) foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association; and

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this or her Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Prior to Turnover, officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this or her Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such

notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this or her Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) **Vice President:** The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) **Secretary:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer:** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX - COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

ARTICLE XII - AMENDMENT

A. These Bylaws may be amended, from time to time, as follows:

(1) Prior to Turnover, the Board of Directors may amend these Bylaws by a majority vote of the Directors.

Thereafter, these Bylaws may be amended as follows:

(2) If the Board of Directors wishes to amend the Bylaws, the Directors must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at an annual meeting or special meeting of members entitled to vote on the proposed amendment.

(3) Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote.

(4) The proposed amendment must be adopted by a majority of the Voting Interests present at a meeting either in person or by proxy, at which a quorum is present.

or

(5) members entitled to vote on proposed amendments to the Bylaws may amend the Bylaws without action by the Directors at a meeting for which notice of the changes to be made is given and the assent of seventy-five percent (75%) of the entire Voting Interests.

B. Any number of amendments may be submitted and voted upon at any one meeting.

C. No amendment shall make any change in the rights of the Developer without the written approval of the Developer. No amendment shall be made that is in conflict with the Declaration.

D. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of St. John's County, Florida.

ARTICLE XIII - CONFLICTS

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

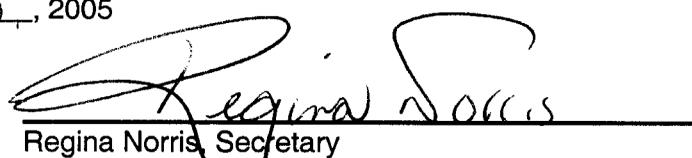
CERTIFICATION

I, Regina Norris, do hereby certify that:

I am the duly elected and acting Secretary of HIDEAWAY AT OLD MOULTRIE ASSOCIATION, INC., a Florida corporation not for profit, and,

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 24th day of April, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 24th day of April, 2005



Regina Norris, Secretary

(CORPORATE SEAL)

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Exhibit "D"

Common Areas

Tracts "A", "C", "D", "E", "F", "G", "H", "I", "J", and "K" of HIDEAWAY AT OLD MOULTRIE, a parcel of land situated in Section 36, Township 7, South, Range 29 East, St. Johns County, Florida, lying East of the Florida East Coast Railway Right-of-Way and West of Old Moultrie Road, according to the map or plat thereof as recorded in Plat Book 55, Pages 77 through 88, Public Records of St. Johns County, Florida.

STANDARD GENERAL ENVIRONMENTAL RESOURCE PERMIT
TECHNICAL STAFF REPORT
September 11, 2003
APPLICATION #: 40-109-88458-1

DATE RECEIVED:	DATE COMPLETED:	21ST DAY:	28TH DAY:
April 22, 2003	August 21, 2003	September 11, 2003	September 18, 2003
Applicant:	Young Land Group, Inc 9471 Baymeadows Rd, Apt. 403 Jacksonville, FL 32256 (904) 731-9452		
Agent:	England Thims & Miller 14775 St Augustine Road Jacksonville, FL 32258 (904) 642-8990		
Project Name:	The Hideaway at Old Moultrie		
Project Acreage:	39.600		
Planning Unit:	N/A		
Special Basin Criteria:	N/A		
Receiving Water Body:	Moultrie Creek	Class:	III Fresh.
County:	St. Johns		
Correct Fee Submitted:	Yes	Amount Received: \$1,000.00	
Authority:	40C-4.041(2)(b)8		
Type of Treatment:	Wet Detention		
Type of Development:	Residential Single Family		
Type of System:	N/A		
Final O&M Entity:	Hideaway at Old Moultrie Association, Inc.		
Pre/Post Peak Rate Attenuation Provided:	Yes		
Pre/Post Volume Attenuation Provided:	N/A		
Mean Annual Storm Attenuation Provided:	N/A		
Recovery of Water Quality Vol. Within Req. Time:	Yes		
Recovery of Peak Attenuation Vol. Within Req. Time:	Yes		
Interested Parties:	No		
Objectors:	No		

Authorization Statement

A Permit Authorizing:

Construction of a Surface Water Management System with stormwater treatment by wet detention for The Hideaway at Old Moultrie, a 39.60-acre project to be constructed as per plans received by the District on August 21, 2003.

EXHIBIT "E"

Staff Comments:

This application is for construction of a surface water management to serve a single-family residential subdivision on Old Moultrie Road in St. Augustine.

The proposed surface water management system includes residential home sites, roadways, curb, gutter, inlets, stormsewer, and five wet detention ponds. Ponds 1-4 are interconnected and discharge to a wetland that in turn drains towards the east through a culvert under Old Moultrie Road. Pond 5 discharges over a weir to a wetland that drains towards the south through existing culverts near the southern property boundary. The orifice for Pond 5 discharges to the Pond 1-4 system.

The pond system has been designed to provide stormwater treatment and 25 year, 24-hour peak rate of flow attenuation for the project.

The project site consists of 38.71 acres of uplands (410) and three wetland areas (617) that total 0.98 acres. Wetland 1 is 0.85 acres in size and occurs at the southern portion of the project site and is divides the project into two upland portions. Wetland 2 is a small 0.04-acre finger-like projection that extends eastward into the project site near the center of the site. Wetland 3 is a 0.09 acre forested area located along the western side of the project.

The applicant has proposed to fill 0.17 acres of wetland 1 and 0.02 acres of wetland 2. The applicant has also proposed a small 0.09-acre impact to construct an outfall pipe for the stormwater management facility. The applicant has designed the project to minimize the proposed wetland impacts. To offset the loss of function from the impacts, the applicant has proposed to preserve the remaining 0.70 acres of on-site wetlands as well as 1.80 acres of adjacent uplands. The proposed upland preservation consists of 1.32 acres of upland buffer and 0.48 acres of additional upland preservation. This upland buffer will prevent adverse secondary impacts to adjacent on and off-site wetlands. The applicant also proposes to preserve 2.3 acres of wetlands and 0.60 acres of uplands at the Tocoi Junction mitigation site.

As the proposed mitigation is within the same basin as the impacts, no adverse cumulative impacts are anticipated.

Wetland Summary Table**The Hideaway at Old Moultrie Residential Single Family**

	<u>Acres</u>
Total Wetlands On-site	0.980
Total Surface Waters On-site	0.000
Impacts that Require Mitigation	0.190
D or F	0.170
D or F	0.020

Impacts that Require No Mitigation	0.090
D or F	0.090
Mitigation	
On-Site	5.400
Wetland Preservation	<u>2.500</u>
Upland Preservation	0.700
	1.800
Off-Site	2.900
Wetland Preservation	2.300
Upland Preservation	0.600

Conditions for Application Number 40-109-88458-1:

ERP General Conditions by Rule (October 03, 1995):

1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

ERP/MSSW/Stormwater Special Conditions (November 09, 1995):
1, 10, 13, 20

Other Conditions:

1. The proposed surface water management system must be constructed per plans received by the District on August 21, 2003.
2. The stormwater management system shall be inspected by the operation and maintenance entity once within two years after the completion of construction and every two years thereafter to insure that the system is functioning as designed and permitted. If a required inspection reveals that the system is not functioning as designed and permitted, then within 14 days of that inspection the entity shall submit an Exceptions Report on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.
3. Mitigation shall be as per the plans received by the District on August 21, 2003.

Reviewers: Robert Thompson
Wendy Elmore