Public Records of St. Johns County, FL Clerk # 2007043619, O.R. 2940 PG 44,
06/26/2007 at 04:14 PM REC. $401.00 SUR. $450.50

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# DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION

## TABLE OF CONTENTS

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** is made as of the 22nd day of June, 2007, by PULTE HOME CORPORATION, a Michigan corporation, which declares hereby that the "Property" described in Article 2 of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

## Article 1
## DEFINITIONS AND INTERPRETATION

1.1 Definitions.

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

(a) "ACOE" shall mean the U.S. Army Corps of Engineers.

(b) "Architectural Review Board" or "ARB" shall mean and refer to the committee of the Community Association responsible for performing the architectural review and approval functions set forth in Article 8 of this Declaration and in the Design Guidelines.

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

(d) "Assessments" shall mean and refer to the various forms of payment to the Community Association which are required to be made by Owners, as more particularly defined in Article 9 of this Declaration.

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

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

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

(h) "CDD" or "Tolomato CDD" means the Tolomato Community Development District as described in Article 19.

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

(j) "Community" shall mean any and all land which is from time to time subjected to this Declaration. It is anticipated that the Riverwood by Del Webb Carriage Home Condominium Association, Inc. and Riverwood by Del Webb Monterey Condominium Association, Inc. will ultimately be part of the Community.

(k) "Community Association" shall mean and refer to Riverwood by Del Webb Community Association, Inc.

(l) "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Developer or pursuant to any grant of easement or authority by Developer within the Property and serving more than one Lot and/or Unit.

(m) "Condominium Association" shall mean any association created or to be created to administer specific portions of the Property or common elements lying within such portions pursuant to a declaration of condominium affecting such portions of the Property. The initial Condominium Associations are Riverwood by Del Webb Carriage Home Condominium Association, Inc. and Riverwood by Del Webb Monterey Condominium Association, Inc.

(n) "Condominium Association Declaration" shall mean the Declaration of Condominium for Riverwood by Del Webb Carriage Home Condominium and the Declaration of Condominium for Riverwood by Del Webb Monterey Condominium, at such time as each declaration is recorded in the public records of St. Johns County.

(o) "County" shall mean and refer to St. Johns County, Florida.

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

(q) "Developer" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Community Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Community Association upon the transfer of control of the Community Association.

(r) "Declaration" means this instrument and all exhibits attached hereto, as same may be amended from time to time.

(s) "DRI" means the Nocatee DRI described in Section 4.14.

(t) "Future Development Property" shall mean and refer to any property located adjacent or contiguous to the Property, any or all of which may, but none which shall be obligated to, be brought within the Property. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE FUTURE DEVELOPMENT PROPERTY SHALL NOT BE DEEMED BURDENED BY THE TERMS AND CONDITIONS OF THIS DECLARATION UNLESS AND UNTIL SAME (OR ANY PORTION THEREOF) IS BROUGHT HEREUNDER BY A SUPPLEMENTAL DECLARATION DULY EXECUTED AND RECORDED IN THE PUBLIC RECORDS OF THE COUNTY.

(u) "Greenway Buffer" shall have the meaning set forth in Section 16.16.

(v) "Improvements" means any Unit and any and all horizontal or vertical alterations or improvements installed or constructed on Lots or the Property.

(w) "Initial Improvements" means the initial, original construction of Lots and Units and related Improvements and the initial landscaping upon the Lots constructed or installed by Developer.

(x) "Lot" shall mean and refer to an individual parcel of land within the Property which is shown as an individual lot on the various site plans (or similar plans) adopted by the Developer from time to time and, after the conveyance thereof by Developer to an Owner other than the Developer, the lot legally described in the deed of such conveyance.

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

(z) "Member's Permittees" shall mean and refer to the following persons and such persons' families (provided that the Owner or other permitted occupant must reside with his/her family): (i) an individual Owner(s), (ii) an officer, director, stockholder or employee of a corporate owner, (iii) a partner in or employee of a partnership owner, (iv) a fiduciary or beneficiary of an ownership in trust, or (v) occupants named or described in a lease or sublease, but only if approved in accordance with this Declaration. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal Residence other than the Unit.

(aa) "Mortgage" means any bona fide first Mortgage encumbering a Lot or a Unit as security for the repayment of a debt obligation.

(bb) "Mortgagee" means any bank savings and loan association or other recognized institutional lender, and insurer or guarantor of Mortgages and any holder of Mortgages in the secondary market (including without limitation, the Federal Lot Loan Mortgage Corporation and the Federal National Mortgage Association), holding a Mortgage now or hereafter placed upon any Lot or Unit, including Developer, or its assignee.

(cc) "Neighborhood" means a group of Lots or portion of the Property which has as an appurtenance thereto the right to receive additional services or which are benefited by Improvements which do not benefit or service other Lots or portions of the Property. It is contemplated that there will initially be two Neighborhoods: the Lots containing 54' single family homes and the Lots containing 64' single family homes shall each constitute a Neighborhood. Any Lots or Property subjected to this Declaration after the date hereof may be designated as a Neighborhood in a Supplemental Declaration and shall be subject to Neighborhood Assessments to pay for the maintenance, repair or restoration of such Improvements or Services.

(dd) "Neighborhood Assessments" is defined in Section 8.3 of this Declaration.

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

(ff) "Occupant" shall mean anyone who stays overnight in a Lot or Unit for at least ninety (90) days in a consecutive twelve (12) month period.

(gg) "Permits" means the permits, easements, and other approvals secured from various governmental agencies and regulatory bodies which govern the development of the Property including, without limitation, the Permits issued by the Florida Department of Environmental Protection, St. Johns River Water Management District, the Army Corps of Engineers, the U.S. Coast Guard and the Florida Department of Transportation.

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

(ii) "PUD" means the Planned Unit Development described in Section 4.14.

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

(kk) "School Site" means the property described in Section 17.2.

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

(mm) "Stormwater Management System" shall mean a system which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or to otherwise affect the quality and quantity of discharge from the system as permitted pursuant to Chapter 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(nn) "Supplemental Declaration" shall mean and refer to an instrument executed by the Developer (or the Community Association, if permitted by Section 2.4 hereof) and recorded in the Public Records of the County, for the purpose of adding to the Property, withdrawing any portion(s) thereof from the effect of this Declaration, designating a portion of the Property as Common Property or for such other purposes as are provided in this Declaration.

(oo) "Unit" shall mean and refer to any condominium unit in any building that may be erected on any lot of land within the Property, which land is designated by Developer by recorded instrument to be subject to this Declaration (and to the extent Developer is not the Owner thereof, then by Developer joined by the Owner thereof).

1.2 Interpretation.

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

## Article 2
## PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS AND WITHDRAWALS

2.1 Legal Description.

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

2.2 Supplements.

Developer may from time to time subject other land within the Future Development Property under the provisions of this Declaration by Supplemental Declarations (which shall not require the consent of then existing Owners, the Community Association or any Mortgagee other than that, if any, of the land intended to be added to the Property) and thereby add to the Property. To the extent that such additional real property shall be made a part of the Property, reference herein to the Property shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Nothing herein, however, shall obligate Developer to add to the initial portion of the Property, to develop any such future portions under a common scheme, nor to prohibit Developer from rezoning and changing plans with respect to such future portions. A Supplemental Declaration, including without limitation, a declaration of condominium, may vary the terms of this Declaration by addition, deletion or modification so as to reflect any unique characteristics of a particular portion of the Property identified therein; provided, however, that no such variance shall be directly contrary to the uniform scheme of development of the Property.

2.3 Withdrawal.

Developer reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property (including, without limitation, Lots, Units and/or Common Property) then owned by the Developer or its affiliates or the Community Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by the Developer; provided, however, that such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

2.4 Lands Owned by Others.

From time to time the Developer may permit lands to be annexed which are owned by other persons. Any declaration or supplemental declaration which subjects lands owned by other persons, irrespective of whether such lands are part of the Future Development Property may be annexed provided that the Owner of such land and the Developer consent to such annexation.

## Article 3
## MEMBERSHIP AND VOTING RIGHTS IN THE COMMUNITY ASSOCIATION

3.1 Membership.

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

3.2 Voting Rights.

The Community Association shall have such Members, who shall cast such votes, as are provided in the Articles of Incorporation of the Community Association.

3.3 Powers of the Community Association.

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

3.4 General Matters.

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

## Article 4
## COMMON PROPERTY; EASEMENTS

4.1 Members' Easements.

Each Member, and each Member's Permittee, shall have a non-exclusive permanent and perpetual easement over and upon the Common Property for the intended use and enjoyment thereof in common with all other such Members, Member's Permittees, their agents and invitees, but in such manner as may be regulated by the Community Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

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

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

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

(d) The right of the Community Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Property and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted by the Community Association shall apply until rescinded or modified as if originally set forth at length in this Declaration. Notwithstanding the foregoing, all proposed rules or regulations must be delivered to Members and Members shall have a ten (10) day comment period prior to such proposed rule or regulation being voted on by the Board of Directors of the Community Association.

(e) The right to the use and enjoyment of the Common Property and facilities thereon shall extend to all Members' Permittees, subject to regulation from time to time by the Community Association as set forth in its lawfully adopted and published rules and regulations.

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

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

(h) The right of the Community Association to grant easements and rights of way, dedicate or convey portions of the Common Property to any other association having similar functions, or any public or quasi-public agency, community development district or similar entity under such terms as the Community Association deems reasonably appropriate and to create or

contract with other associations within the Community for purposes deemed appropriate by the Community Association.

(i) The right of the Community Association to mortgage the Common Property with the consent of the Members holding two thirds (2/3) of the votes present in person or by proxy at a duly called meeting at which a quorum is present or by written approvals of Members holding two thirds of the total votes.

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

(k) The easements set forth in any recorded declaration affecting the Property subject to this Declaration.

4.2 Easements Appurtenant.

The easements provided in Section 4.1 shall be appurtenant to and shall pass with the title to each Lot or Unit, but shall not be deemed to grant or convey any ownership interest in the Common Property subject thereto.

4.3 Street Lights.

To the extent not maintained by Florida Power and Light, the Community Association shall be responsible for the operation, maintenance, repair or replacement of all street lighting fixtures, installations and equipment serving the Common Property (solely or primarily), even if same are located within the Common Property/elements owned or administered by a Condominium Association (and said fixtures, installations and equipment shall be deemed Common Property for the aforesaid purposes). Charges for electricity used by street lights shall be paid by the Community Association or Condominium Association, depending upon to which association's account such electricity is metered (as originally established by Developer or the applicable utility company).

4.4 Easements for Vehicular Traffic.

In addition to the general easements for use of the Common Property reserved herein, there shall be, and Developer hereby reserves and covenants for itself and all future Owners of Lots or Units within the Property, that each and every Owner, and Developer, shall have a non-exclusive easement appurtenant for vehicular traffic over all private streets (if any) within the Common Property. It is not anticipated that the Common Property will include any streets owned by the Community Association.

4.5 Utility Easements.

(a) Use of the Common Property for utilities, as well as use of the other utility easements as shown on any plats of the Property, shall be in accordance with the applicable provisions of this Declaration. Developer and its affiliates and its and their designees shall have a perpetual easement over, upon and under the Common Property and the unimproved portions of the Lots or Units for the installation, operation, maintenance, repair, replacement, alteration and expansion of utilities.

(b) Sonoc Company LLC (Developer's predecessor in title) has reserved for itself and its officers, employees, agents, invitees, contractors and subcontractors, and successors and assigns, easements over and across the Property for access to and installation and maintenance of utility lines and equipment, including, but not limited to, water, sewer, electric, gas, telephone, telecommunications lines and equipment serving Nocatee as a whole, or substantial portions of Nocatee, recognizing such services may apply to less than Nocatee as a whole to the extent service

territories are bifurcated by franchise or similar service boundaries. Sonoc Company LLC has also reserved the right unto itself and its successors and assigns, to the extent permitted by law, to select the service provider(s) of cable television, telephone, data and other telecommunications or information services for the Property, with the power to assign same to such service provider(s), over, across, under and through the Property and common areas for purposes of installing, maintaining, repairing, replacing and/or reconstructing all lines and facilities relating, directly or indirectly, to such services provided to the Property or to other adjacent communities. Each Owner hereby consents to any such determination of service made by Sonoc Company LLC, the results of which may include payment for such services to agreement through assessments levied against the Units and reservation of the right to require certain wiring specifications to be incorporated into Units or any facilities constructed upon the Property.

4.6 Drainage Easement.

Sonoc Company LLC has also reserved easements over all road systems and utility corridors and drainage ways within the Property sufficient to provide Sonoc access, utilities and stormwater facilities to benefit certain remaining property owned by Sonoc and to benefit the School Site (the "Takedown Easements"). Sonoc has reserved the right and easement to enter upon the Property for the purpose of completion of construction of any access, utility or stormwater facilities within the Takedown Easements.

4.7 Public Easements.

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

4.8 Encroachment.

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

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

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

4.10 Easements of Support.

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

4.11 Construction and Sales.

The Developer (and its agents, employees, contractors, subcontractors and suppliers) shall have an easement of ingress and egress over and across the Common Property for construction purposes and to erect, maintain, repair and replace, from time to time, one or more signs on the Common Property for the purposes of advertising the sale or lease of property within the Riverwood Community. The Developer (and it agents, employees and invitees) shall have an easement to access and use the welcome center for marketing and sales activities related to the Riverwood Community and the Future Development Property.

4.12 Ownership.

The Common Property is hereby dedicated non-exclusively to the joint and several use, in common, of Developer and the Owners of all Lots and Units that may from time to time constitute part of the Property and all Member's Permittees and Developer's tenants, guests and invitees, all as provided and regulated herein or otherwise by the Community Association, subject to Section 2.3 hereof. The Common Property (or appropriate portions thereof) shall, upon the later of completion of the improvements thereon or the date when the last Lot or Unit within the Property (and the Future Development Property if then contemplated to be added to the Property by Developer, in Developer's sole and absolute opinion) has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of Developer), be conveyed by quit claim deed (free and clear of monetary liens and encumbrances, but subject to such reserved easements as Developer determines are necessary or convenient) to the Community Association, which shall be deemed to have automatically accepted such conveyance. Beginning from the date this Declaration is recorded, the Community Association shall be responsible for the maintenance, insurance and administration of such Common Property (whether or not then conveyed or to be conveyed to the Community Association), all of which shall be performed in a continuous and satisfactory manner without cost to the general taxpayers of the County. It is intended that any and all real estate taxes and assessments assessed against the Common Property shall be (or have been, because the purchase prices of the Lots and Units have already taken into account their proportionate shares of the values of the Common Property), proportionally assessed against and payable as part of the taxes of the applicable Lots and Units within the Property. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Property, the Community Association shall be responsible for the payment (subject to protest or appeal before or after payment) of same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Community Association as of the date of such recordation.

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

Without limiting the generality of the foregoing, Developer and its affiliates shall have the specific right to maintain upon any portion of the Property, including but not limited to the welcome center, sales, administrative, construction or other offices and appropriate exclusive and non-exclusive easements of access and use are expressly reserved unto Developer and its affiliates, and its and their successors, assigns, employees and contractors, for this purpose. Any obligation (which shall not be deemed to be created hereby) to complete portions of the Common Property shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, Developer shall not be liable for delays in such completion to the extent resulting from the need to complete any of the above-referenced activities prior to such completion. There shall be no absolute liability imposed on Owners from damage to Common Property in the Community.

4.13 Community Systems.

Developer shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Community Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in his Lot and/or Unit). Without limiting the generality of Section 1.1(l) if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assignment, such entity shall automatically be deemed vested with such rights of Developer with regard thereto as are assigned by Developer in connection therewith; provided, however, that if the Community Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Property hereunder and the Community Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Property unless otherwise provided by Developer. Any conveyance, transfer, sale or assignment made by Developer pursuant to this Section (i) may be made with or without consideration, which consideration may be retained by the Developer (ii) shall not require the consent or approval of the Community Association or any Owner and (iii) if made to the Community Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Lots and Units in the Property to the applicable Community Systems, each Owner and occupant of a Unit or Lot shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Community Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Units and Lots be so connected. The foregoing shall not, however, prohibit the Community Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion.

4.14 Nocatee DRI and PUD.

The Property is part of a master planned community known as Nocatee, the development of which is authorized by a development order pursuant to Resolution No. 2001-30 (the "DRI") and Planned Unit Development Ordinance No. 2002-46 (the "PUD") approved by the County Commission of St. Johns County, each as may be amended. The Property is subject to the terms and conditions of the DRI and the PUD, as amended from time to time. The Property described is part of the DRI and is subject to a development order, notice of which is recorded in the public records of Duval and St. Johns counties, Florida, which imposes conditions, restrictions and limitations upon the use and development of the property which are binding upon all Owners. The development order does not constitute a lien, cloud or encumbrance of real property or constitute actual or constructive notice of same. A copy of the development order may be reviewed at the offices of the planning department in Duval and St. Johns Counties, Florida. The property is subject to a PUD, permits from the SJRWMD and ACOE, and other state and federal land use regulations generally applicable to the development of real estate.

## Article 5
## MAINTENANCE, REPAIR AND REPLACEMENT

5.1 Common Property.

The Community Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Property with all such work to be done as ordered by the Board of Directors of the Community Association. Without limiting the generality of the foregoing, at such time as the applicable governmental authority permits the Developer to assign its responsibilities to the Community Association, the Community Association shall assume all of Developer's and its affiliates' responsibilities to the County, the State of Florida and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the maintenance, repair and replacement of Common Property and shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Community Association's failure to fulfill those responsibilities. All work pursuant to this Section and all expenses incurred or allocated to the Community Association pursuant to this Declaration shall be paid for by the Community Association through assessments (either general or special) imposed in accordance herewith. The Community Association, on behalf of itself and/or all or appropriate Condominium Associations, shall have the power to incur, by way of contract or otherwise, expenses general to all or applicable portions of the Property, or appropriate portions thereof, and the Community Association shall then have the power to allocate portions of such expenses among the Community Association and/or the Condominium Associations, based on such formula as may be adopted by the Community Association or as otherwise provided in this Declaration or any Supplemental Declaration. The portion so allocated to the Community Association or any Condominium Association shall be deemed a general expense thereof, collectible through its own assessments. No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Property or abandonment of the right to use the Common Property.

5.2 Residences.

(a) Lot and Residence Maintenance. Each Lot Owner shall keep all parts of his Lot and Residence in good repair and condition and shall, at such Owner's cost and expense maintain and repair his Residence including, without limitation, repainting or re-staining the exteriors of the Residence, repair or replacement of roofing, repair or replacement of windows and doors (including repair or replacement of glass and screens), repair or replacement of building materials on the exterior of the residence and repair or replacement of any and all improvements to the Lot that were approved by the ARB such as an in-ground swimming pool or hot tub. The foregoing obligations shall include all maintenance, repair or replacement required because of the occurrence of any fire, wind, vandalism, theft or other casualty. Each Lot Owner shall, at such Owner's cost and expense, maintain and repair any retaining walls located on the Lot as well as any lank banks adjacent to the Lot. All maintenance and repair shall be performed by each Owner at regular intervals as shall be necessary to keep the Residence in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance. Each Owner shall promptly perform any maintenance or repair requested by the Association. The Developer, and after turnover the Community Association, reserves the right, upon a majority vote of the Board of Directors, to hire a company to perform Lot maintenance and such fee shall be assessed as a Neighborhood Assessment.

(b) Lot Owner Failure to Maintain. In the event a Lot Owner fails to perform its obligations with respect to Lot maintenance as set forth herein, including maintaining his Lot and Residence in good order and in a clean and attractive manner, the Association may, but is not

obligated to, after thirty (30) days written notice to the Owner and with the approval of the majority of the Board of Directors, shall have the right to enter upon such Lot to maintain the Lot, including without limitation mowing grass and weeds of the Lot. The cost of such maintenance shall be the responsibility of the Owner, payable by the responsible Owner immediately upon receipt of a written invoice or statement therefore. Such cost shall constitute a special assessment for which a claim of lien may be filed or enforced against the Owner's Lot. Further, it shall be each Owner's responsibility and obligation to keep all parts of his or her Lot free and clear of trash and debris.

## Article 6
## AGE RESTRICTIONS

6.1 Restrictions Affecting Occupancy and Alienation.

(a) Definitions.

(i) Age-Qualified Occupant: Any individual 55 years of age or older who occupies a Lot or Unit.

(ii) "Occupy," "Occupies," "Occupied," or "Occupancy" shall mean staying overnight in a Lot or Unit for at least ninety (90) days in a consecutive twelve (12) month period.

(iii) Qualified Resident: Any of the following Persons occupying a Lot or Unit:

(a) any Age-Qualified Occupant; and

(b) any Person nineteen (19) years of age or older occupying a Lot or Unit with an Age-Qualified Occupant; and

(b) Restrictions on Occupancy. Subject to the rights reserved to Developer for purposes of marketing and selling within the Community, the Lots and Units within the Community are intended for the housing of persons fifty-five (55) years of age or older. The provisions of this Article are intended to be consistent with, and are set forth in order to comply with the Housing for Older Persons Act of 1995 (as may be amended, the "Act") allowing discrimination based on familial status. Developer or the Community Association, acting through the Board, shall have the power to amend this Article 6, without the consent of the Members or any Person except Developer, for the purpose of maintaining the age restriction consistent with the Act, the regulations adopted pursuant thereto, and any related judicial decisions in order to maintain the intent and enforceability of this Article.

(i) Each occupied Lot or Unit shall at all times be Occupied by at least one person 55 years of age or older.

(ii) No person under the age of nineteen (19) shall Occupy a Lot or Unit. No one under the age of nineteen (19) may reside in the Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period. Anyone under the age of nineteen (19) is allowed to visit the Lots or Units, provided that someone nineteen (19) or older supervises the person at all times.

(iii) Nothing in this Section shall restrict the ownership of or transfer of title to any Lot; provided, no Owner under the age of fifty-five (55) years of age may Occupy a Lot or Unit unless the requirements of this Section are met nor shall any Owner permit Occupancy of the Lot or Unit in violation of this Section.

(iv) Any Owner may request in writing that the Board make an exception to the requirements for an Age-Qualified Occupant with respect to a Lot or Unit, based on documented

hardship. The Board may, but shall not be obligated to, grant exceptions in its sole discretion, provided that all of the requirements of the Act would still be met.

(v) In the event of any change in Occupancy of any Lot or Unit, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Lot or Unit, or otherwise, the Owner of the Lot or Unit shall immediately notify the Board in writing and provide to the Board the names and ages of all current Occupants of the Lot or Unit and such other information as the Board may reasonably require to verify the age of each occupant required to comply with the Act. In the event that an Owner fails to notify the Board and provide all required information within (ten) 10 days after a change in Occupancy occurs, the Community Association may levy monetary fines against the Owner and the Lot or Unit for each day after the change in occupancy occurs until the Community Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Article, in addition to all other remedies available to the Community Association under this Declaration and Florida law.

(c) Monitoring Compliance; Appointment of Attorney-in-Fact. The Community Association shall be responsible for maintaining records to support and demonstrate compliance with the Act. The Board shall adopt policies, procedures, and rules to monitor and maintain compliance with this Section and the Act, including policies regarding visitors, updating of age records, the granting of exemptions to compliance, and enforcement. The Community Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, their tenants and Mortgagees upon reasonable request.

(i) The Community Association may enforce this Article in any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the occupants of Lots or Units, requiring that copies of birth certificates or other proof of age for one new Age-Qualified Occupant per Lot or Unit be provided to the Board on a periodic basis, and in its sole discretion, taking action to evict the occupants of any Lot or Unit which does not comply with the requirements and restrictions of this Section. The Community Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Community Association request for information regarding the occupancy of his or her Lot or Unit which, in the Board's judgment, is reasonably necessary to monitor compliance with this Article. **Each Owner hereby appoints the Community Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the occupants of any Lot or Unit on his or her Lot as necessary to enforce compliance with this Article.** Failure to comply with the provisions of this Article shall result in the automatic suspension of membership privileges, such liens as the Community Association may levy, or such other action as may be necessary or appropriate to assure compliance with the Housing for Older Persons Act of 1955.

(ii) Each Owner shall be responsible for ensuring compliance of its Lot or Unit with the requirements and restrictions of this Article, and the Community Association rules adopted hereunder, by itself and by its tenants and other occupants of its Lot or Unit. **Each Owner, by acceptance of title to a Lot or Unit, agrees to indemnify, defend, and hold Developer, any affiliate of Developer, and the Community Association harmless from any and all claims, losses, damages, and causes of action which may arise from failure of such Owner's Lot or Unit to so comply**. Such defense costs shall include, but not be limited to, attorney fees and costs.

6.2 Sales by Developer.

(a) Notwithstanding the restriction set forth in this Article, Developer reserves the right to sell Lots and Units for Occupancy to persons of any age; provided, such sales shall not affect the Community's compliance with all applicable State and Federal laws under which the Community may be developed and operated as an age-restricted community.

## Article 7
## USE RESTRICTIONS

7.1 Access.

Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot or Unit for the purpose of performing any obligation set forth in this Declaration or in case of emergency, for any lawful purpose, or to determine compliance with this Declaration.

7.2 Applicability.

The provisions of this Article 7 shall be applicable to all of the Property but shall not be applicable to Developer or any of its designees or to Lots or Units, or other property owned by Developer or its designees.

7.3 Clothesline.

No clotheslines or other clotheslines-drying facility shall be permitted without the prior written approval of the ARB.

7.4 Compliance.

It shall be the responsibility of all Owners, family members of Owners, and their authorized guests and tenants to conform with and abide by the rules and regulations in regard to the use of the Residences, Lots, Units and Common Property which may be adopted in writing from time to time by the Board of Directors and the ARB, and to see that all persons using the Owner's Lot(s) and Units do likewise.

7.5 Developer Exemption.

In order that the development of the Property may be undertaken, no Owner, nor the Community Association, nor any Condominium Association shall do anything to interfere with Developer's activities, more fully set forth as follows:

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

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

(c) Prevent Developer, its successors or assigns, or its or their contractors or subcontractors, from conducting on the Future Development Property, activities relating to the development, subdivision, grading and construction improvements in the Future Development Property and of disposing of Lots and/or Units therein by sale, lease or otherwise; or

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

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

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

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

(h) Prevent Developer, or its successors or assigns, from conducting such sales and marketing activity on the Property, including within the welcome center, as Developer deems to be reasonable and appropriate, including but not limited to, the right to rent and/or provide for occupancy of Units and Lots for short terms, as part of the Developer's sales program.

In general, the Developer shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Developer's plans for construction, development, use, sale or other disposition of the Property and the Future Development Property, or any part thereof.

7.6 Easements.

Easements for the installation and maintenance of utilities and Community Systems are reserved as shown on the recorded plats covering the Property and/or as provided herein. The area of each Lot or Unit covered by an easement and all improvements in such area shall be maintained continuously by the Community Association to the extent provided herein, except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Community Association, and Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement but not the obligation for the installation and maintenance of all underground utilities, of water lines, sanitary sewers, storm drains, and electric, telephone and Community System lines, cables and conduits, under and through the utility easements as shown on the plats.

7.7 Fireworks.

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

7.8 Flags.

Each Owner may display one (1) 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, 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 in a respectful manner in a location approved by the ARB.

7.9 Garage and Yard Sales.

Garage and yard sales are not permissible unless sponsored by the Community Association.

7.10 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, and shall be stored in containers specifically designed for such purposes.

7.11 Hunting and Firearms.

No discharging of firearms shall be permissible on the Property; provided however that the Community Association reserves the right to adopt and implement measures to control wildlife in accordance with applicable local, state and federal laws.

7.12 Hurricane Shutters/High Impact Glass.

All Improvements on Lots and all Units will be equipped with hurricane shutters or high impact glass. To the extent hurricane shutters are approved or provided, the Owner shall be responsible for the storage, repair, replacement, maintenance and use of the hurricane shutters. All loose shutters shall remain stored in the garage unless and until a storm or a storm warning (tropical storm or hurricane only) is announced by the National Weather Center or other recognized weather forecaster. All shutters must be removed and stored within two (2) days after the storm has passed. An Owner or Occupant who plans to be absent during all or any portion of the hurricane season must prepare a Lot or Unit prior to departure by designating a responsible firm or individual to care for the Lot or Unit should a hurricane threaten the Lot or Unit or should the Lot or Unit suffer hurricane damage and furnishing the Community Association with the names of such firm or individual.

7.13 Insurance.

Nothing shall be done or kept in any Lot, Unit, or in the Common Property that will increase the rate of insurance for the Property or any other Lot or Unit, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in his Unit, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot or Unit, or the contents thereof, or which would be in violation of any law.

7.14 Lakes.

Swimming and fishing in the lakes on the Property is prohibited. Boating of any kind on the lakes, including, without limitation, sailboats, canoes, gas powered boats, electric power boats, jet skis and any other recreational vehicle is prohibited.

7.15 Leasing of Lots and/or Units.

(a) Entire Lots or Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Lot or Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Owner. No lease or sublease shall be for a period of less than twelve (12) calendar months (e.g. a Owner cannot lease its Lot or Unit for twelve (12) months or more and then allow the lessee to rent out all or any portion of the Lot or Unit for periods of less than twelve (12) months).

(b) Every lease shall be in writing and must be provided to the Community Association at least ten (10) days prior to the commencement of the lease for purposes of verifying that the lease complies with the requirements of this Section. Such lease must provide the name and contact information for the tenants as well as a current address of the Owner.

(c) The lease shall require that at least one (1) Occupant be fifty-five (55) years of age or older. The Owner must provide to the Community Association an age affidavit on a form prescribed by the Community Association for each Occupant pursuant to a lease and such other information as the Community Association may reasonably require to verify the age of each Occupant and to comply with Section 6.1(b)(v). The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration, the applicable Condominium Association Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Community Association and applicable Condominium Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration, the applicable Condominium Association Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration or applicable Condominium Association Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Community Association for any amount which is required by the Community Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Community Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Lot or Unit therefore. All leases are subordinate to any lien filed by the Community Association, whether prior or subsequent to such lease. If so required by the Community Association, any Owner desiring to lease a Lot or Unit may be required to place in escrow with the Community Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Community Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Community Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(d) When a Lot or Unit is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Lot or Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Community Association shall have the right to adopt rules to prohibit dual usage by a Owner and a tenant of the Property otherwise readily available for use generally by Owners.

(e) A covenant shall exist designating the Community Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement.

(f) The requirements in this Section 7.15 shall not apply to the Developer. To the extent permissible under the PUD and the DRI, the Developer shall have the right to rent Units and Lots for short terms or otherwise permit occupancy of Units and Lots for short terms, as part of its sales program.

7.16 Lot Resubdivision.

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, Developer shall have the right to reconfigure Lots or modify subdivision plats of the Property if Developer owns all the Lots within the legal description of the Property to be subjected to the replat, or if all Owners of Lots which are included within the portion of the plat so modified consent to such modification, which consent shall not be unreasonably withheld or delayed.

7.17 Nuisances; Other Improper Use.

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

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

7.18 Oil and Mining Operation.

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

7.19 Parking and Vehicular Restrictions.

(a) With respect to Residences only, Owners shall have not more than three (3) vehicles associated with the Residence, two (2) of which must be parked in the Owner's garage and one (1) must be parked in the driveway directly in front of the garage.

(b) With respect to Residences only, Owners may have golf carts and motorcycles, but each shall count as a vehicle towards the vehicle limit. Golf carts and motorcycles must be parked within a garage. Motorcycles may be parked on the Common Property only with the written consent of the Board of Directors.

(c) With respect to Units within Riverwood by Del Webb Monterey Condominium and Riverwood by Del Webb Carriage Home Condominium, the parking restrictions are set forth in the respective declarations of condominium.

(d) All Owners must register all vehicles with the Community Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Community 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.

(e) The Community Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Property and may make provision for the involuntary removal of any violating vehicle; provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Developer's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Property or any Lot or Unit shall be restricted to the parking areas therein designated for such purpose.

(f) Prohibited Vehicles. No commercial trucks, vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Community Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominiums, Lots, Unit Owners or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor home or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage. Notwithstanding the foregoing, motor home or recreational vehicles which are owned or being utilized by an Owner of a Residence may be parked in the driveway for not more than twenty-four (24) hours straight for loading and unloading purposes with a pass obtained from the Community Association which must be displayed clearly on the vehicle. Owners of Units within Riverwood by Del Webb Carriage Home Condominium and Riverwood by Del Webb Monterey Condominium are prohibited from parking a motor home or recreational vehicle in the Riverwood community. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. No street parking is permitted at any time, and the Community Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section.

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

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

7.20 Pest and Insect Control.

With respect to Residences only, each Owner shall be responsible for all pest and insect control within the Lot and Residence.

7.21 Pets.

(a) Owners must register all pets with the Community Association. Owners are granted a license to maintain not more than a total of two (2) pets per Lot or Unit, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors, and (c) dogs or cats only, except as set forth below. This license may be revoked by the Board of Directors of the Community Association. The Board of Directors is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including but not limited to, continuous and repeated barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Pet sitting for outside pets is permitted as long as the number of pets maintained within a Lot or Unit does not exceed two (2).

(b) All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Unit or Lot). Pets are not allowed to roam freely or play in the hallways or any other interior common area. Pets must be on the grass before the pet is permitted to stop and relieve itself. At no time may a pet relieve itself in the breezeway, hallway or in or around any elevator. Owners should not allow landscape areas adjacent to the buildings or the building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

(c) Animals that are typically kept in cages or containers wholly within the Unit such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this policy and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

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

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

7.22 Proviso.

Until the Developer has completed all of the contemplated Improvements and closed the sale of all of the Residences within the Property, neither the Owners nor the Association, nor the use of the Property shall interfere with the completion of the contemplated Improvements and the sale of the Residences. Developer may make such use of the unsold Residences, Units and Common Property,

as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the Property within the Community and the display of signs.

7.23 Storm Room.

All Residences within the Property have been or will be constructed with a storm room as required by the Nocatee Development Order approved by St. Johns County pursuant to Resolution No. 2001-30 (the "Nocatee Development Order"), as amended from time to time. These rooms have been or will be designed and constructed to withstand a minimum wind load of 150 mph. The storm room will be inspected and approved by the St. Johns County Building Department and the Developer makes no representation as to the functionality of the storm room. Owners shall not modify or alter the storm room in any way that would negate the designed function. Owners are cautioned not to rely on the protection of a storm room if conditions could exceed the design capacity. In the threat of any major storm event, Owners should be aware of instructions from the local government including the County Emergency Management office. There may be circumstances that require all Owners to evacuate the area.

NEITHER DEVELOPER NOR THE COMMUNITY ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE CONSTRUCTION OR EFFECTIVENESS OF ANY STORM ROOM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE COMMUNITY ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

7.24 Satellite Dishes and Antennae.

Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty-nine inches (39") in diameter and twelve (12') feet in height, may not be installed on any Common Property and must be approved in advance by the ARB. Owners shall endeavor to assure that such a device is screened in to the extent possible away from the view of others.

7.25 Signs.

No sign, advertisement or notice of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Unit, Common Property, or from any window. All signs must have advance written approval of its size, shape, content, appearance and location from the Architecture Review Board prior to being posted, which approval may be withheld for any reason, and the ARB may, in its sole discretion, prohibit all signs. Notwithstanding the foregoing, Developer shall be entitled to install such marketing signs as are necessary and convenient during the period of time the Developer is marketing the Units or Lots.

7.26 Soliciting.

No soliciting, for profit or non-profit means, will be allowed at any time within the Property, which shall include without limitation, distribution of marketing materials or newsletters without approval by the Board of Directors.

7.27 Temporary Structures.

No structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, construction trailers, construction dumpsters, portable on demand storage units or other temporary storage units, or other outbuilding, shall be permitted on any Lot at any time, except temporary structures maintained by the Developer for the purpose of construction of Residences. The foregoing restriction shall not preclude Developer from maintaining temporary structures for the

purpose of construction of any Improvements or Residences and the marketing and sales of Lots until such time as all Residences are constructed and sold.

7.28 Trash.

With respect to Units located within Monterey Condominium, all garbage shall be disposed of with care and in the on-site trash container. All trash must be contained in plastic trash bags and secured and placed in the on-site trash container.

With respect to Units located within Carriage Home Condominium and Lots located within the Community, it is the Developer's intention that there will not be trash container(s) serving the Carriage Home Condominium Units and the Lots. So long as there are no trash container(s) serving the Carriage Home Condominium Units and the Lots, the Owners shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage when not placed out for pick up and shall be maintained in accordance with rules and regulations adopted by the Board of Directors. Each Owner shall be required to use the trash container, if any, provided by the County. 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. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Property except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Owners shall be required to maintain their trash containers in accordance with rules and regulations adopted by the Board of Directors. If trash service is handled through the County, such cost will be covered under each Owner's property taxes. However, if trash service is handled through a private company, such cost will be considered a Common Expense.

7.29 Use of Common Property.

The Common Property shall be used only for the purpose for which it is intended in the furnishing of services and facilities for the enjoyment of the Residences. All Owners and their guests and invitees shall comply with any and all rules and regulations adopted by the Board of Directors (including without limitation permitted hours of usage and guest policies) relating to the Common Property. Each Owner acknowledges and agrees that if the Owner is leasing its Residence, the tenant/occupant of the Residence shall have the right to use the Common Property recreational facilities, if any, during the term of the lease, and Owner shall not have any right to use any of the Common Property recreational facilities during such lease term.

7.30 Uses of Lots and Units.

The Community is a residential community, and therefore, each of the Lots and Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Lot or Unit may be divided or subdivided into a smaller Lot or Unit. Home-based occupations may be operated out of the Lots and Units, provided, that: (i) there are no employees working within the Lots or Units, (ii) there is no signage; (iii) the Lot or Unit is not used to receive clients and/or customers; (iv) there is not excessive deliveries made to the Lot or Unit; (v) the home-based occupation does not generate additional visitors, traffic or noise into the Lot or Unit or any part of the Property; (vi) the home-based occupation does not cause a nuisance to the other Lots, Units or Owners; and (vii) such use meets all other municipal code and zoning requirements.

Notwithstanding the foregoing, the Developer has the right to use the Property for sales and marketing purposes.

7.31 Variances.

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

7.32 Visibility at Intersections.

No obstruction to visibility at street intersections or Common Property intersections shall be permitted; provided that the Community Association shall not be liable in any manner to any person or entity, including Owners and Members' Permittees, for any damages, injuries or deaths arising from any violation of this Section. The ARB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within the Property.

7.33 Wild Animal and Bird Feeding.

Feeding of wild animals and birds is prohibited within the Community.

7.34 Window Air Conditioners.

No window or wall-mount air conditioning units shall be installed in or on any of the Residences.

7.35 Window Treatments.

No reflective film, stained-glass or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the ARB. Unless otherwise approved by the ARB, only white or off-white, solid colored window coverings shall be permitted. Window coverings made of paper materials are prohibited.

7.36 Yard Ornamentation.

All types of yard ornamentation are prohibited, including but not limited to yard gnomes and pink flamingos, without prior written consent from the ARB.

## Article 8
## COVENANT FOR MAINTENANCE ASSESSMENTS

8.1 Rate of Assessments.

Assessments shall be made at a uniform rate against applicable "Assessment Units". For the purposes hereof, each Lot or Unit shall constitute one (1) Assessment Unit. In the event of any dispute as to the allocation of Assessments, the determination of the Board shall be binding and dispositive. Developer may modify such formula with respect to future Lots or Units in the Supplemental Declaration bringing such Lots or Units under the provisions hereof in order to account for unforeseen changes in development plans and to maintain an equitable system of Assessment allocation, provided that no change may be made in the allocation of Assessments among residential condominium Units insofar as it is the intent hereof that each such Unit shall be required to bear a proportionate burden of Assessments. The Board of Directors shall budget and adopt

Assessments for the Community Association's general expenses in accordance with the procedures set forth in the Bylaws.

8.2 Annual Assessments.

For each Lot or Unit within the Property, Developer covenants, and Owner, by acceptance of a deed or other conveyance, agrees to pay annual assessments ("Annual Assessments") and other Assessments hereafter described, levied by the Community Association for the improvement, maintenance, repair and replacement and operation of the Common Property, the Buildings, the Lots or Units and the Residences, including, without limitation, the maintenance, operation, repair and replacement of the Stormwater Management System (including, but not limited to, work within retention areas, drainage structures, and drainage easements), any rental or lease cost for street lighting, the management and administration of the Community Association, and the furnishing of services, maintenance, repair and replacements as set forth in this Declaration. Subject to the provisions of Section 8.15, the Annual Assessment for a Lot not containing a Residence shall only be one-half (1/2) of the amount of the Annual Assessment for a Lot containing a Residence. As further hereinafter described, the Board of Directors, by majority vote, shall set the Annual Assessments at a level sufficient to meet the Community Association's obligations, including contingencies and reserves as the Board of Directors may from time to time deem reasonable and necessary.

8.3 Neighborhood Assessment.

In the event that the Developer determines to provide Improvements or services which serve some Owners to the exclusion of others and therefore designates a Neighborhood, those benefiting from such additional Improvements or services shall be assessed the cost thereof by the Association. The Board of Directors shall prepare a budget for such costs and shall designate the Lots which shall be subject to payment of the Neighborhood Assessment therefore. An example of a Neighborhood Assessment would include Lot maintenance for certain Lots.

8.4 Emergency Assessments.

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

8.5 Special Assessments.

In addition to the Annual and Emergency Assessments which are or may be levied hereunder, the Community Association (through the Board of Directors) shall have the right to levy a special assessment ("Special Assessment") against some or all Owner(s) (i) for the repair or replacement of damage to any portion of the Common Property (including, without limitation, improvements and landscaping thereon) caused by the misuse, negligence or other action or inaction of an Owner or his permittee; (ii) for fines; (iii) to obtain funds for a specific purpose(s) which is of a non-recurring nature, for which no reserve funds (or inadequate reserve funds) have been collected or allocated, and which is not the appropriate subject of an Emergency Assessment; provided however that any Special Assessment under subsection (iii) above shall be approved by a two-thirds (2/3) vote of the Members of the Community Association present in person or by proxy at a duly called meeting of the Community Association; and (iv) other expenses incurred against particular Lots or Units and/or Owners to the exclusion of others. Any such Special Assessment shall be subject to all of the

applicable provisions of this Article including, without limitation, lien filing, foreclosure procedures, late charges and interest. Any Special Assessment levied hereunder shall be due and payable at the time and in the manner specified by the Board of Directors in the action imposing such Assessment.

8.6 Commencement of Annual Assessments.

The Annual Assessments provided for in this Article shall commence with respect to each Lot and Unit on the date of conveyance of the Lot or Unit to an Owner, other than Developer or a Developer appointed builder constructing the Initial Improvements. During the initial year of ownership, the Owner subject to Assessments shall be responsible for the pro rata share of the Annual Assessment or Special Assessment charged to each Lot or Unit, prorated to the day of closing on a per diem basis. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, quarterly or monthly installments, or in such other installment increments as the Board deems appropriate. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proration to the number of months (or other appropriate installment) remaining in such calendar year.

8.7 Duties of the Board of Directors.

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

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

(a) Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Community Association the Assessments established or described in this Article. Each Owner of a Lot or Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay to the Community Association the Assessments established or described in this Article. If the Assessments (or installments) provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest thereon, reasonable attorney's fees and the cost of collection thereof as hereinafter provided (collectively "Delinquent Fees"), thereupon become a continuing lien on the Lot or Unit which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns.

Except as provided below to the contrary, each such Assessment, together with such Delinquent Fees, shall be the personal obligation of the person who is the Owner of such property at the time when the Assessment fell due and all subsequent Owners until paid, and recourse may be had against either or both. Any and all persons acquiring title to or an interest in a Lot or Unit as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or Unit or the enjoyment of the Common Property until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid. Provided, however, that the provisions of this Section shall not be applicable to the mortgagees and purchasers contemplated by Section 8.9 below. Unless provided for in a Mortgage on a Lot or Unit, failure to pay Assessments does not constitute a default under a Mortgage.

(b) If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Community Association:

(i) an administrative late fee of five percent (5%) of the sum due may be charged, not to exceed twenty-five dollars ($25.00). Provided however that only one (1) administrative late fee may be imposed on any one (1) unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest at the rate of eighteen percent (18%) per annum from the date when the installment was due until paid; provided further, however, that each other installment thereafter coming due shall be subject to one (1) administrative late fee each as aforesaid; or

(ii) the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall accrue interest at the rate of eighteen percent (18%) per annum from the dates when the installments were due until paid. In the case of an acceleration of the next twelve (12) months' of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided however that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Unit whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot or Unit shall be levied by the Community Association for such purpose.

(c) The Community Association may bring an action at law against the Owner(s) personally obligated to pay the delinquent Assessments, may record a claim of lien (as evidence of its lien rights as herein above provided for) against the Lot or Unit on which the Assessments and Delinquent Fees are unpaid, may foreclose the lien against the Lot or Unit on which the Assessments and Delinquent Fees are unpaid, or may pursue one (1) or more of such remedies at the same time or successively. Attorneys' fees and costs actually incurred in preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action shall be added to the amount of such Assessments and Delinquent Fees secured by the lien. In the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, whether incurred before, or at trial, on appeal, in post judgment collection or in bankruptcy, together with the costs of the action. The lien provided for in this Article shall be perfected by filing a claim of lien in the public records of the County in favor of the Community Association.

(d) Each Owner, by his acceptance of title to a Lot or Unit, expressly vests in the Community Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures by an action brought in the name of the Community Association in a like manner as a mortgage lien on real property and such Owner is deemed to have granted to the Association a power of sale in connection with such lien. No Owner

may waive or otherwise escape liability for the Assessments by abandonment of his Lot or Unit. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

(e) All Assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Community Association.

(f) The Community Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot or Unit at such foreclosure sale and to acquire, hold, lease, mortgage and convey the same, with the approval of two-thirds (2/3) of the Members.

(g) All payments on accounts shall be first applied to interest accrued by the Community Association, then to any administrative late fees, then to outstanding fines, then to costs and attorneys fees and then to the delinquent Assessment payment first due.

(h) Unless delegated to a Condominium Association by the Community Association, it shall be the legal duty and responsibility of the Community Association to enforce payment of the Assessments hereunder. Failure of a collecting entity to send or deliver bills or notices of Assessments shall not, however, relieve Owners from their obligations hereunder.

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

8.9 Subordination of the Lien.

The lien of the Assessments shall be inferior and subordinate to real property tax liens and the lien of any Institutional Mortgagee, but only to the extent of the Mortgage balance outstanding as of the date the notice of an Assessment was first recorded against the Lot or Unit, plus interest and reasonable costs of collection accruing thereafter. The sale or transfer of any Lot or Unit shall not affect the Assessment; however, the sale or transfer of any Lot or Unit pursuant to foreclosure of a Mortgage or deed in lieu thereof shall extinguish the lien of an Assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve the transferee of such Lot or Unit from liability for any Assessments thereafter becoming due or from the lien thereof, nor the Owner responsible for such payments from such Owner's personal liability as provided herein. Any unpaid assessment which cannot be collected as a lien against any Lot or Unit by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots and Units subject to assessment by the Community Association, including the Lots and Units as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Mortgagees shall in no event be responsible or liable for the collection of any Assessments.

8.10 Collection of Assessments.

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

8.11 Developer's Assessments.

Notwithstanding anything herein to the contrary, Developer shall have the option, in its sole discretion, to (i) pay Assessments on the Lots and Units owned by it, or (ii) not pay Assessments on

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

8.12 Community Association Funds.

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

8.13 Working Capital Contribution.

Each purchaser shall be required to make a one time working capital contribution to the Community Association in the amount determined by the Community Association from time to time, which may be used for additional capital improvements or services which were not included in the original budget categories and which may be used by the Developer to fund the operating deficit. This working capital contribution shall be due and payable upon each resale of the Lot or Unit.

8.14 Budget.

(a) Fiscal Year. The fiscal year of the Community Association shall consist of the twelve (12) month period commencing on January 1 of each year.

(b) Initial Budget. Developer shall establish the budget for the fiscal year in which a Lot or Unit is first conveyed to an Owner other than Developer or a builder.

(c) Preparation and Approval of Annual Budget. Commencing December 1st of the year in which a Lot or Unit is first conveyed to an Owner other than Developer, and on or before December 1 of each year thereafter, in accordance with the procedures set forth in the Bylaws, the Board of Directors shall adopt a budget for the coming year containing an estimate of the total amount which it considers necessary to pay the cost of all expenses to be incurred by the Community Association to carry out its responsibilities and obligations, including, without limitation, the cost of wages, materials, insurance premiums, services, supplies, and other expenses for the rendering to the Owners of all services required or permitted hereunder. Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital for the Community Association and to provide for a general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send to each Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Annual Assessments payable by each Owner, on or before December 15 preceding the fiscal year to which the budget applies. Such budget shall constitute the basis for determining each Owner's Annual Assessment as provided above. The Assessments shall be determined by dividing the amount of the budget by the number of Lots and Units subject to the Declaration.

(d) Reserves. The Community Association shall maintain such reserves as it deems reasonable or necessary for (i) working capital, (ii) contingencies, (iii) replacements, and (iv) the performance of such other coordinating or discretionary functions not contrary to the terms of this Declaration which the Board of Directors may from time to time approve, which may be collected as part of the Annual Assessment as provided above. The Developer's obligation to fund the deficit shall not include any obligation to fund any reserve component of the budget. The amount and manner of collection of reserves shall be as determined by the Board of Directors, in its sole discretion. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a vote or written consent of the Members owning a majority of the Lots and Units. If the reserves are inadequate for any reason, including nonpayment of any Owner's Assessment, the Board of Directors may, at any time, levy a Special Assessment or Emergency Assessment by establishing a budget for such Assessment and then after approved by the Board of Directors levying this Assessments, which may be payable in a lump sum or in installments as the Board of Directors may determine. In the event there is a balance of reserves at the end of any fiscal year and the Board of Directors so determines, any excess reserves may be taken into account in establishing the next year's budget and may be applied to defray general expenses incurred thereunder.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his Assessments, as herein provided, whenever the same shall be determined. In the absence of any annual Community Association budget or adjusted budget, each Owner shall continue to pay the Assessments at the then existing rate established for the previous fiscal period, in the manner such payment was previously due, until notified otherwise.

(f) Accounts. Except as otherwise provided herein, all sums collected by the Board of Directors with respect to Assessments against the Owners may be commingled in a single fund.

8.15 Exempt Property.

The following properties subject to this Declaration shall be exempted from the Assessments, Assessment Charges, and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Common Property (except that portion of the Common Property located within a Lot); and (c) all Lots, Units or Property owned by Developer (including, without limitation, any Lot or Unit used or leased by Developer for a model home, construction facility, or other use) shall be exempt from payment of Assessments for so long as Developer funds any deficit in the annual budget, which deficit shall be the difference between the actual expenses incurred by the Community Association and the budgeted amounts due from the Owners of Lots and Units other than Developer (excluding any obligation to fund reserves). Developer shall fund such expenses only as they are actually incurred by the Community Association during the period that Developer is funding the deficit. Developer's obligation to fund any deficits shall terminate at Turnover. Developer may, but is not obligated to, assign this exemption right to any entity it may determine, including without limitation any builder owning Lots or Units solely for the purpose of constructing Residences intended to be sold to ultimate purchasers. Any such assignment of Developer's exemption shall have no effect on Developer's exemption hereunder. Notwithstanding the foregoing, after Turnover, Developer shall pay one half (1/2) of the Assessments attributable to such Lots, Units or Property, from and after the date that the landscaping is installed on such Lot, Unit or Property owned by Developer (including, without limitation, any Lot or Unit used or leased by Developer for a model home, construction facility, or other use).

8.16 Real Estate Taxes.

In the event the Common Property is taxed separately from the Lots or Units, the Community Association shall include such taxes as part of the Annual Assessment. In the event the Common Property is taxed as a component of the value of the Lot or Unit owned by each Owner, it shall be the obligation of such Owner to promptly pay such taxes prior to their becoming a lien on the Property.

8.17 Certificate of Payment.

The Treasurer of the Community Association, or the management company authorized by the Board of Directors, upon demand of any Owner liable for an Assessment, shall furnish to such Owner a certificate in writing setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid. A reasonable charge for the services involved in preparing such certificate may be assessed by the Community Association or management company, as applicable.

## Article 9
## ARCHITECTURAL CONTROL; GENERAL POWERS

9.1 Purpose.

Except for the Initial Improvements, the Community Association, through the ARB, shall have the right to exercise architectural control over all Improvements constructed, erected, or placed upon any part of the Property, to assist in making the Property a community of high standards and aesthetic beauty. Such architectural control may include all architectural aspects of any such Improvement including, without limitation, size, height, site planning, setbacks, exterior design, materials, colors, open space, landscaping, waterscaping, and aesthetic criteria; provided however, that any ARB approval shall not be deemed a statement, representation or indication that such Improvement complies with any applicable law, regulation or ordinance. The ARB review is not intended to be a condition to the issuance of a building permit by the County and the review undertaken by the Developer or the ARB is not to be construed as any quasi governmental action. The Developer shall have the sole right to approve the Initial Improvements on the Property and the rights granted to the ARB hereunder shall only be in effect after the Lot or Unit has been completed.

9.2 Members of ARB.

The ARB shall consist of three (3) members. The initial members of the ARB shall consist of persons designated by Developer. Each of the initial members shall hold office until all Lots, Units and improvements planned for the Property and the Future Development Property have been constructed and conveyed (if appropriate), or sooner at the option of Developer. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as he has resigned or has been removed or his successor has been appointed, as provided herein. If the Board of Directors fails to so appoint the ARB, then the Board of Directors shall constitute the ARB. Members of the ARB (other than those appointed or designated by the Developer) may be removed by the Board of Directors at any time without cause. Members of the ARB appointed or designated by the Developer may only be removed by the Developer. The Community Association reserves the right to delegate the duties of the ARB to the respective Condominium Associations.

9.3 Meetings of the ARB.

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

behalf of the ARB, except the granting of variances pursuant to Section 9.11 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

9.4 Compensation of Members.

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

9.5 Improvements Subject to Approval.

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

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

9.6 Procedures.

(a) Application. It shall be the responsibility of each Owner to supply two (2) sets of the following documents, materials and items to the ARB for use in its reviewal process: (i) the

construction plans and specifications, if any, including all proposed landscaping; (ii) an elevation or rendering of all Proposed Improvements, if any; (iii) samples of materials or paint colors; and (iv) such other items as the ARB may deem appropriate. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall approve or disapprove the documents properly submitted to it in writing within thirty (30) days of such submission. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. With respect to all Improvements, other than the Initial Improvements, a review fee may be established and charged on a case by case basis, in the sole discretion of and in an amount set by the ARB. If a review fee is charged by the ARB, it shall be non-refundable in any event, whether or not the application submitted by an Owner is approved.

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

(c) Basis for Decision. Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration and any guidelines established pursuant thereto, the quality of workmanship and materials, the harmony of external design with its surroundings, the effect of the construction on the appearance from surrounding Lots, and all other factors, guidelines and standards promulgated from time to time, including purely aesthetic considerations, which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. In connection with its approval or disapproval of an application, the ARB shall evaluate each application for total effect. The evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that an application may meet individual criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for different Lots. In addition, the ARB shall have the right to waive or modify the requirements as more fully set forth in Section 9.11.

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

(e) Notification. Approval or disapproval of applications to the ARB shall be given to the applicant in writing within thirty (30) days of receipt thereof, by the ARB in accordance with the procedures adopted by the ARB. If the ARB disapproves the requested Proposed Improvement, it

shall provide written notice of such disapproval to the Owner. Disapproval by the ARB may be appealed to the Board of Directors, and the determinations of the Board of Directors shall be dispositive. If the ARB does not act within the thirty (30) day period (unless an extension is agreed to) from receipt of all required documentation in acceptable form, the plans and specifications for the Proposed Improvements shall be deemed to have been disapproved. No construction (other than Initial Improvements) on any Lot or Unit or within the Property shall be commenced, and no Lot or Unit shall be modified, except in accordance with such approved plans and specifications. All work done by a Member after receiving the approval of the ARB shall be subject to the inspection by, and final approval of, the ARB in accordance with its procedural rules adopted as herein provided. All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

9.7 No Waiver of Future Approvals.

The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters subsequently or additionally submitted for approval or consent.

9.8 Enforcement.

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

9.9 ARB Rules.

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

9.10 Non-Liability.

The ARB and Developer shall merely have the right, but not the obligation, to exercise architectural control and thus neither the Community Association, the Board of Directors, the ARB, the Developer nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Condominium Association or to any Owner, its successors, assigns, personal representatives or heirs or any other person or entity for any loss, damage or injury arising out of or

in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to the Property, generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features. Furthermore, the approval of any plans and specifications or any Proposed Improvements shall not be deemed to be a determination or warranty that such plans and specifications or Proposed Improvements are complete, do not contain defects, are structurally safe or in fact meet any standards, guidelines, or criteria of the ARB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental or industry requirements, standards or codes and neither the ARB, the Community Association, nor Developer shall be liable for any defect or deficiency in such plans and specifications or Proposed Improvements, the safety, soundness, workmanship, materials, usefulness for any purpose or any injury to persons or property resulting therefrom. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Community Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations. Additionally, neither the Community Association, the Board of Directors, any member or representative of the ARB nor Developer shall be liable for any work or construction performed by any builder approved by the ARB and/or Developer, and the selection or inclusion of any builder shall not be deemed to be a determination or warranty of such builder's skills, workmanship, product or abilities. An Owner shall rely exclusively on its contracts with the builder for any and all rights, obligations and remedies it may have with respect to the construction of the Residence.

9.11 Variance.

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

9.12 Exemptions.

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

9.13 Reservation of Right to Release Restrictions.

In each instance where a structure has been erected, or construction thereof has substantially advanced, in such a manner that some portion of the structure encroaches on any Lot or Unit line, setback line, or easement area, Developer reserves for itself, its successors, assigns and designees, the right to release such Lot or Unit from the encroachment and to grant a variance to permit the encroachment without the consent or joinder of any person, irrespective of who owns the burdened Lot, Unit or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially or adversely affect the value of the adjacent Lot or Unit and the overall appearance of the Property. This reserved right shall automatically pass to the Community Association when Developer no longer owns any portion of the Property. Upon granting of an exception to an Owner, the exception shall be binding upon all subsequent Owners of the affected Lots or Units.

9.14 General Powers of the Community Association and the ARB.

The Community Association (and the ARB, as appropriate) shall have the absolute power to veto any action taken or contemplated to be taken which is or would be governed by this Article, and the Community Association shall have the absolute power to require specific action to be taken, by any Condominium Association in connection with applicable sections of the Property in that regard. The Community Association may require specific maintenance or repairs or aesthetic changes to be effected, require that a proposed budget include certain items and that expenditures be made therefore, veto or cancel any contract providing for maintenance, repair or replacement of the Property governed by any Condominium Association and otherwise require or veto any other action or decision of any Condominium Association (or committee thereof) as the Community Association deems appropriate from time to time. Any action required by the Community Association in a written notice to be taken by a Condominium Association shall be taken within the time frame set by the Community Association in such written notice. If the Condominium Association fails to comply with the requirements set forth in such written notice, the Community Association shall have the right to effect such action on behalf of the Condominium Association and shall assess the Lots and Units governed by the Condominium Association for their pro-rata share of any expenses incurred by the Community Association in connection therewith, together with an administrative charge to be determined by the Community Association under the circumstances (to cover the Community Association's administrative expenses in connection with the foregoing and to discourage the Condominium Association from failing to comply with the requirements of the Community Association). Such assessments may be collected as special assessments hereunder and shall be subject to all lien rights provided for herein.

9.15 Remedy for Violations.

If an Owner erects or constructs an Improvement or structure in violation of this Article, the Developer or the Community Association may summarily and without the permission or consent of the Owner, enter upon the Lot or Unit and remove the unpermitted Improvements or structure, in which case neither the Developer, the Community Association nor their agents or employees will be liable to the Owner or any party claiming by, through or under the Owner for any damages to person or property arising out of such entry and removal. The Owner shall be and remain liable for all costs incurred in connection therewith which costs will be due and payable to the Community Association on the day of entry and removal and will thereafter bear interest at the rate of the greater of eighteen percent (18%) per annum or the highest rate allowed by law. All such costs shall be a Special Assessment and shall be secured by a lien on the Lot or Unit, which lien is created, evidenced and enforced and is subject to those limitations as provided for in this Declaration. Alternatively, if any Improvement or structure is erected or constructed without first obtaining the approval of the ARB or Developer, as applicable, or is not constructed in strict compliance with any approval given or deemed given by the ARB or Developer, as applicable, or the provisions of this Article are otherwise violated, the ARB, as the authorized representative of the Community Association or the Developer, shall have the specific right to injunctive relief to require the Owner to stop, remove, and alter any Improvements in order to comply with the requirements hereof, or the ARB or Developer may pursue any other remedy available to it. In connection with this Section, the ARB and Developer shall have the right to enter into any Lot or Unit and make any inspection necessary to determine that the provisions of this Declaration have been complied with. The failure of the ARB or Developer to object to any Proposed Improvement prior to its completion shall not constitute a waiver of the ARB's or Developer's right to enforce this Article. The foregoing rights shall be in addition to any other remedy set forth herein, including without limitation the fining provisions set forth in Article 11 for violations of this Declaration.

9.16 Design Guidelines.

The ARB or Developer, as applicable, shall have the authority to promulgate design guidelines and all Owners must comply with the restrictions, covenants and provisions set forth in the design guidelines. In the event of an inconsistency between the Declaration and design guidelines, the more restrictive of the two shall prevail.

9.17 Architectural Control by Sonoc Company LLC

Sonoc Company LLC (Developer's predecessor in title) has a continuing right to review and approve plans and specifications for all exterior improvements including building, signage and landscape plans. Further, Sonoc Company LLC shall be entitled to review and approve all entry features, guard houses, master landscaping, signage and all other improvements incorporated as entranceways to the Property in the areas intersecting Crosswater Parkway adjacent to the westerly boundary of the Property and intersecting the access road to the Nocatee Preserve at the southerly boundary of the Property. No structural improvement shall be commenced, placed or maintained upon the Property nor shall any addition or change or alteration therein be made until the plans and specifications and locations of them have been submitted to and approved by Sonoc Company LLC. Each request for approval shall require submission of two (2) complete sets of all plans and specifications for any improvements or structure subject to Sonoc Company LLC's approval. Any landscape plans submitted shall be certified by a registered Florida landscape architect. Sonoc Company LLC may also require submission of samples of building materials (if not previously approved) proposed for use in connection with construction of such improvements and may require such additional information as may be reasonably necessary to completely evaluate the proposed structure or improvements. Approval by Sonoc Company LLC shall not be unreasonably withheld, but disapproval may be based upon purely aesthetic grounds determined in the reasonable discretion of Sonoc Company LLC. Approval or disapproval of applications by Sonoc Company LLC shall be given in writing with fifteen (15) days of receipt thereof by Sonoc Company LLC and if the approval or disapproval is not forthcoming within such fifteen (15) days, the application shall be deemed approved. Approval of any application by Sonoc Company LLC shall not constitute a basis for any liability of Sonoc Company LLC for any reason, including but not limited to, failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects.

## Article 10
## COMMUNITY ASSOCIATION AND OTHER ASSOCIATIONS

10.1 Preamble.

In order to ensure the orderly development, operation and maintenance of the Property, including the Property subject to the administration of the Condominium Associations as integrated parts of the Property, this Article has been promulgated for the purposes of (a) giving the Community Association certain powers to effectuate such goal, (b) providing for intended (but not guaranteed) economies of scale and (c) establishing the framework of the mechanism through which the foregoing may be accomplished. The provisions of this Article are specifically subject, however, to Section 20.8 of this Declaration.

10.2 Cumulative Effect: Conflict.

The covenants, restrictions and provisions of this Declaration shall be cumulative with those of the Condominium Associations and the Community Association may, but shall not be required to, enforce the latter; provided, however, that in the event of conflict between or among such covenants, restrictions and provisions, or any Articles of Incorporation, Bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of the Condominium Associations shall be subject and subordinate to this Declaration. The foregoing priorities shall apply, but not be limited

to, the liens for assessments created in favor of the Community Association and the Condominium Associations as provided for herein. As to any Condominium Association which is a condominium association, no duties of same hereunder shall be performed or assumed by the Community Association if same are required by law to be performed by the Condominium Association or if the performance or assumption of such duties would be contrary to the purpose and intent of Section 20.8 of this Declaration.

10.3 Architectural Control.

All architectural control, Lot and Unit maintenance requirements and use restrictions provided for in or pursuant to this Declaration shall, initially, be exercised and enforced by the Community Association. However, the Community Association may delegate to a Condominium Association(s) all or any part of such rights/duties, on an exclusive or non-exclusive basis, upon written notice recorded in the Public Records of the County.

As long as the Community Association performs architectural control functions, no Condominium Association shall do so unless such functions are specifically delegated to it by the Community Association; provided, however, that a Condominium Association for a condominium may perform such functions to the extent required by its Declaration of Condominium or by applicable law.

10.4 Collection of Assessments.

The Community Association shall collect all assessments and other sums due the Community Association from the members thereof.

To the extent lawful, the Community Association may delegate, or contract for the performance of any duties performed by it pursuant hereto to/with a management company approved by the Community Association.

10.5 Delegation of Other Duties.

The Community Association shall have the right to delegate to a Condominium Association, on an exclusive or non-exclusive basis, such additional duties not specifically described in this Section as the Community Association shall deem appropriate, provided that such duties have a reasonable relationship (by virtue of function or location) to the Condominium Association or its respective property. Such delegation shall be made by written notice to the Condominium Association, which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Community Association at any time.

10.6 Acceptance of Delegated Duties.

Whenever the Community Association delegates any duty to a Condominium Association pursuant to this Section, the Condominium Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Community Association for all liabilities, losses, damages and expenses (including attorneys' fees actually incurred and court costs, through all appellate levels) arising from or connected with the Condominium Association's performance, non-performance or negligent performance thereof. All Condominium Associations shall be responsible to the Community Association for maintaining adequate liability and other insurance covering injuries, deaths, losses or damages arising from or connected with the Condominium Association's performance or nonperformance of its duties hereunder.

10.7 Expense Allocations.

The Community Association may, by written notice given to the affected Condominium Association at least sixty (60) days prior to the end of the Condominium Association's fiscal year, allocate and assess to the Condominium Association a share of the expenses incurred by the Community Association which are reasonably allocable to the Condominium Association and/or the portion of the Property within its jurisdiction. In such event, the expenses so allocated shall thereafter be deemed common expenses of the Condominium Association payable by it (with assessments collected from its members) to the Community Association.

In the event of a failure of a Condominium Association to budget or assess its members for expenses allocated as aforesaid, the Community Association shall be entitled to pursue all available legal and equitable remedies against the Condominium Association or, without waiving its right to the foregoing, specially assess the members of the Condominium Association and their Lots or Units for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

10.8 Non-Performance of Condominium Association Duties.

In addition to the specific rights of the Community Association provided in Section 10.7 above, and subject to the limitations set forth in Sections 10.2 and 20.8 of this Declaration, in the event that a Condominium Association fails to perform any duties delegated to, or required of, it under this Declaration or to otherwise be performed by it pursuant to its own declaration, Articles of Incorporation, Bylaws or related documents, which failure continues for a period in excess of thirty (30) days after the Community Association's giving notice thereof, then the Community Association may, but shall not be required to, assume such duties. In such event, the Condominium Association shall not perform such duties unless and until such time as the Community Association directs it to once again do so.

10.9 Conflict.

In the event of conflict between this Article 10, as amended from time to time, and any of the other covenants, restrictions or provisions of this Declaration or the Articles of Incorporation, Bylaws or rules and regulations of the Community Association all as amended from time to time, the provisions of this Article shall supersede and control.

## Article 11
## ENFORCEMENT

11.1 Compliance by Owners.

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

11.2 Enforcement.

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

11.3 Fines and Suspension of Privileges.

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

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

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

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

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

(e) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Lot or Unit owned by the Owner as follows:

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

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

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

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

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

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

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

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

(j) The failure of Developer, the Community Association, or any Owner, or their respective successors or assigns, to enforce any covenant, restriction, obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

11.4 Initial Rules and Regulations.

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

## Article 12
## DAMAGE OR DESTRUCTION TO COMMON PROPERTY

12.1 Damage or Destruction.

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

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

(b) If the insurance proceeds are within One Hundred Thousand Dollars ($100,000.00) or less of being sufficient to effect total restoration of the Common Property, then the Community Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a special assessment against each of the Owners in equal shares in accordance with the provisions of Article 8 of this Declaration.

(c) If the insurance proceeds are insufficient by more than One Hundred Thousand Dollars ($100,000.00) to effect total restoration of the Common Property, then by written consent or vote of two thirds (2/3) of the Board of Directors, subject to Article 14 hereof, the Board shall

determine whether (1) to rebuild and restore the Common Property in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying special assessments against all Members, (2) to rebuild and restore in a way which is less expensive than replacing the Common Property in substantially the same manner as they existed prior to being damaged, or (3) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds.

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

## Article 13
## INSURANCE

13.1 Common Property.

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

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Community Association shall contain provisions, or be accompanied by endorsements, for agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

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

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

13.2 Replacement or Repair of Common Property.

In the event of damage to or destruction of any portion of the Common Property, the Community Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 13 of this Declaration.

13.3 Waiver of Subrogation.

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

13.4 Liability and Other Insurance.

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

13.5 "Blanket" Insurance.

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

## Article 14
## MORTGAGEE PROTECTION

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

(a) The Community Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first Mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Articles, Bylaws and rules and regulations and the books and records of the Community Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Community Association's financial statement for the

immediately preceding fiscal year, (ii) receive notices of and attend the Community Association meetings, (iii) receive notice from the Community Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Community Association, which default is not cured within thirty (30) days after the Community Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Property.

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

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

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

## Article 15
## DISCLAIMER OF LIABILITY OF COMMUNITY ASSOCIATION AND DEVELOPER

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

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

(b) NEITHER THE COMMUNITY ASSOCIATION NOR THE DEVELOPER IS EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF

FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES AND

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

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

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

## Article 16
## STORMWATER MANAGEMENT SYSTEM

16.1 Blanket Easement.

The plan for the development of the Property includes the construction of a Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, pumps, and berms across the rear of certain Lots or Units and access easements to the Stormwater Management System. Developer hereby reserves for itself, its successors and assigns, and grants to the Community Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Stormwater Management System for the drainage of stormwater from the Property. Portions of the Stormwater Management System are located entirely within Lots or Units. The Community Association is hereby granted an easement over any Lots or Units which is necessary or convenient for the Community Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Lots or Units on which an approved Improvement is constructed and located.

16.2 Maintenance Easement.

The Community Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Stormwater Management System and over any portion of a Lot or Unit which is a part of the Stormwater Management System, or upon which a portion of the Stormwater Management System is located to operate, maintain, and repair the Stormwater Management System as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed along the rear of any Lots as part of the Stormwater Management System, or take any other action reasonably necessary, following which Developer or

the Community Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Developer or the Community Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Developer or the Community Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Developer or the Community Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Developer or the Community Association and shall not be construed to obligate Developer or the Community Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

16.3 Maintenance.

Except as specifically set forth herein to the contrary, the Community Association shall be responsible for the maintenance, operation, and repair of the Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Stormwater Management System 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. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance and other stormwater management capabilities as permitted by the SJRWMD.

The Community Association shall maintain and control the water level and quality of the Stormwater Management System; the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Community 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. The Owners of Lots adjacent to or containing any portion of the Stormwater Management System shall maintain all shoreline vegetation, landscaping, irrigation, grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and drainage easements irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the System, from time to time. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the Stormwater Management System to provide drainage, water Storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be consistent with the Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the Stormwater Management System will adequately function, the following maintenance procedures shall be followed:

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

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

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

16.4 Improvements.

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

16.5 Use and Access.

Developer and the Community 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 Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Developer or the Community Association, may create or participate in a disturbance or nuisance on any part of the Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Developer and the Community Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Developer and the Community Association. Only Developer and the Community Association shall have the right to pump or otherwise remove any water from any part of the Stormwater Management System for purposes of irrigation or any other use.

16.6 Liability.

NEITHER DEVELOPER NOR THE COMMUNITY ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DEVELOPER AND THE COMMUNITY ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

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

16.7 Wetlands, Jurisdictional Land and Swales.

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

16.8 Rights of the SJRWMD.

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

16.9 Indemnity.

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

16.10 Permits.

THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2003-1267-MRE, ISSUED BY THE ACOE AND PERMIT NUMBER 40-031-87432-4 AND PERMIT NUMBER 40-031-87432-1 ISSUED BY THE SJRWMD. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DEVELOPER IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING

WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. THE COMMUNITY ASSOCIATION HEREBY AGREES TO ACCEPT THE TRANSFER OF THE ACOE AND SJRWMD PERMITS SET FORTH ABOVE, AND ALL RIGHTS AND OBLIGATIONS THEREUNDER, FROM THE DEVELOPER PRIOR TO OR UPON TURNOVER OF THE ASSOCIATION FROM THE DEVELOPER TO THE OWNERS.

16.11 Developer's Rights.

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

16.12 Nocatee Stormwater Pollution Prevention Plan.

In order to ensure the preservation of water quality and the prohibition of encroachment into environmentally sensitive areas, the Developer and all Owners of all or any portion of the Property shall adhere to the Nocatee Stormwater Pollution Prevention Plan, Appendix "F" to the Nocatee Environmental and Water Resource Area Plan, dated July 25, 2000 as on file with the SJRWMD, a copy of such plan is attached hereto as **Exhibit "E"**.

16.13 Homeowners Stormwater Training Program.

In compliance with the requirements of the Permits, the Developer, for so long as it controls the Community Association, and thereafter the Association, shall conduct periodic stormwater training for Owners, in accordance with the Outline for Homeowners Stormwater Training Program attached hereto as **Exhibit "F"**.

16.14 Conservation Easement.

(a) The Property is subject to a conservation easement over and upon (i) all upland buffer areas as required by the DRI, including an area known as the Greenway Buffer; and (ii) all SJRWMD wetland areas within the Property.

(b) The Property is subject to a Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 at Official Records Book 2675, page 1696, of the public records of St. Johns County, Florida.

(c) The Property is subject to a Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 at Official Records Book 2675, page 1594, of the public records of St. Johns County, Florida.

(d) From time to time the Developer may be required to record additional conservation easement(s) over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the ACOE. Such land would be subject to a conservation easement

as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

(i) There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.

(ii) No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.

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

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

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

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

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

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

(f) Notwithstanding any other provisions hereof, the terms of this Section 16.14 shall not be amended or modified without the written consent of the SJRWMD. Further, this Section 16.14 may be enforced by the SJRWMD, its successors and assigns.

16.15 District Wetland Areas.

The plat for the Property and the master development plan for the Property includes certain wetland areas within the Property, certain upland buffers required under the DRI and certain greenway buffers as conservation areas which have been or will be subjected to SJRWMD and ACOE conservation easements.

16.16 Minimum Buffer Adjacent to District Wetland Buffers.

The Property is subject to a 25-foot minimum buffer to be maintained adjacent to the SJRWMD wetland areas constituting part of the Nocatee Greenway (the "Greenway Buffer"), which Greenway Buffer is located upon the Property. Developer has or will convey (or take title subject to) conservation easements in form and content required by the SJRWMD and ACOE as to the Greenway Buffer and incorporate the Greenway Buffer into the master development plan for the Property and any plat of the Property and convey the fee simple title to the Greenway Buffer, without consideration, to the Tolomato CDD upon recordation of any plat of the Property.

16.17 Surface Run-off.

Maintenance of water quality within the Stormwater Management System is both necessary and desirable to preserve the values of the property surrounding the Stormwater Management System and to comply with statutes, rules and regulations of agencies having jurisdiction over the Stormwater Management System. As a result, each Owner, the Community Association and each Condominium Association are prohibited from discharging or allowing the discharge of any objects, components or elements of any kind or nature into the Stormwater Management System, or obstructing the Stormwater Management System by encouraging the growth of algae, causing extraordinary siltation within the Stormwater Management System or of degrading the water quality below acceptable levels and shall be prohibited from otherwise interfering with the flow of water within the Stormwater Management System or creating unsightly conditions in the Stormwater Management System. To the extent that any party shall be determined to be responsible for such discharge, the cost of any maintenance, repair or reconstruction activity within the Stormwater Management System area or upon upland properties, including without limitation, redesign and reconstruction of underdrain, inlets and other similar drainage structures necessitated by the effects of such discharge shall be solely the responsibility of such party which shall be chargeable by the CDD in connection with the performance of its maintenance of the pond or the Community Association in connection with the performance of its maintenance of the other drainage improvements and such sums shall be due and payable within fifteen (15) days of demand for same. Any sums not paid when due shall bear interest at the highest rate permitted under Florida law. In addition, if necessary to correct a violation of this Section, the CDD shall be entitled to enter upon any portion of the Property as may be necessary to conduct such repairs or reconstruction at the expense of such responsible party.

16.18 Drainage System Maintenance and Use.

No boats shall be permitted to be operated in the pond except that the Community Association may use boats in performing their maintenance responsibilities. All land within the Property which is adjacent to the pond shall be maintained by the Community Association so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the pond and the height, grade and contour of the embankments shall not be changed without the prior written consent of the Community Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Community Association. No docks or other structures shall be constructed on any embankments of the pond unless or until the same has been approved by the Community Association.

## Article 17
## DISCLOSURES

17.1 Preserve.

Each Owner acknowledges and agrees that by acceptance of a deed to any portion of the Property, he/she understands and agrees that certain property adjacent to and/or in close proximity to the Property has been designated as "preserve property" under the DRI and/or the PUD. The preserve property may contain wildlife, animals and plant life that may or may not be desirable to Owners. Further, there are points of public access to the preserve property that may affect the Property. Each Owner agrees that the Developer and the Community Association shall not have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the preserve property. Each Owner, for itself and its guests, tenants, or invitees, releases Developer and the Community Association from any liability in connection therewith. The preserve property is intended to be donated to St. Johns County.

17.2 School Site.

Each Owner acknowledges and agrees that by acceptance of a deed to any portion of the Property, he/she understands and agrees that certain land within close proximity to the Property has been designated as "school site" under the DRI and/or the PUD. The school site may contain wildlife, animals and plant life that may or may not be desirable to Owners. Further, there are points of public access to the school site that may affect the Property. Each Owner agrees that the Developer and the Community Association shall not have any liability whatsoever to Owners, guests, tenants, or invitees in connection with the school site. Each Owner, for itself and its guests, tenants, or invitees, releases developer and the Community Association from any liability in connection therewith.

## Article 18
## SPECIAL COVENANTS

18.1 Preamble.

In recognition of the fact that certain special types of platting and/or construction require special types of covenants to accurately reflect the maintenance and use of the affected Lots and Units, the following provisions of this Article 18 shall apply in those cases where the below-described types of improvements are constructed within the Property, subject, however, to variance pursuant to Section 2.2 of this Declaration. However, nothing herein shall necessarily suggest that Developer will or will not, in fact, construct such types of improvements nor shall anything herein contained be deemed an obligation to do so.

18.2 Condominiums.

With respect to the portion of the Property that is submitted to the condominium form of ownership, the following special provisions shall apply:

(a) The board of directors of the condominium association shall constitute the Condominium Association for such condominium.

(b) For the purposes of complying with and enforcing the standards of maintenance contained herein, the condominium building and any appurtenant facilities shall be treated as a Unit and any other portion of the condominium shall be treated as an unimproved portion of the Lot, with the condominium association to have the maintenance duties of an Owner as set forth herein. The condominium association shall also be jointly and severally liable with its members for any violation of the use restrictions set forth in this Declaration or of rules and regulations of the Community Association.

(c) As distinguished from maintenance duties, assessments hereunder shall be levied against, and shall be secured by lien upon, each individual condominium unit and shall be the direct obligation of the Owner thereof.

With respect to the Architectural Review Board: (i) no condominium association shall make any improvements or alterations on or to the Property under its jurisdiction without first having secured the approval of the Architectural Review Board as provided herein and (ii) in the event that an individual Owner of a condominium Unit(s) desires to make alterations to the exterior thereof, a request for the approval thereof shall be submitted to the Architectural Review Board as required by this Declaration, but such request shall be accompanied by evidence that the condominium or cooperative association having jurisdiction thereover has already approved same, absent which approval the Architectural Review Board shall not consider the submission and same shall be considered timely disapproved.

## Article 19
## TOLOMATO COMMUNITY DEVELOPMENT DISTRICT

19.1 Taxes and Assessments Levied by CDD.

The Tolomato CDD has been created. The CDD is a special purpose form of local government established and existing pursuant to Chapter 190, Florida Statutes. The CDD has been established to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain certain community infrastructure systems, facilities and services for storm water management and drainage including roadways, parks and recreation, water and sewer utilities, and such other systems, facilities and services as are allowed by Chapter 190, Florida Statutes. **EACH OWNER AGREES AND ACKNOWLEDGES THAT THE TOLOMATO CDD MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO THE COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

## Article 20
## GENERAL PROVISIONS

20.1 Duration.

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

20.2 Notice.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Community Association at the time of such mailing.

20.3 Interpretation.

The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The terms

of this Declaration shall be literally construed in favor of the party seeking to enforce its provisions to effectuate their purpose of protecting and enhancing the marketability and desirability of the Property by providing a uniform and consistent plan for the development of enjoyment thereof.

20.4 Severability.

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

20.5 Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of the County. It is anticipated that this Declaration will be recorded immediately prior to the first Unit closing in the Community.

20.6 Amendment.

In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Developer, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association, unless the record Owner of the Lot or Unit and all record owners of liens on the Lot or Unit join in the execution of the amendment. After Turnover by an instrument signed by the President of the Community Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting thereof; provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest.

20.7 Conflict.

This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Community Association and said Articles shall take precedence over the Bylaws and the Bylaws shall take precedence over the provisions set forth in any rules and regulations adopted by the Board.

20.8 Limitation on Community Association.

Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Community Association as same pertains to any condominium located within the Property which would cause the Community Association to be subject to Chapter 718, Florida Statutes, or any related administrative rules or regulations, shall be null, void and of no effect to the extent, but only to the extent, that such existence or exercise is finally determined by a court or administrative hearing officer of competent jurisdiction (after all appellate rights have been exercised or waived) to subject the Community Association to said Chapter 718. It is the intent of this provision that the Community Association not be deemed to be a condominium association, nor the Common Property be deemed to be common elements of any such condominium.

20.9 Standards for Consent.

Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Community Association or the Architectural Review Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or its affiliates or the Community Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Community Association, as appropriate.

20.10 Easements.

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

20.11 No Public Right or Dedication.

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

20.12 Constructive Notice and Acceptance.

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot and/or Unit or other property located on or within the Property, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot, Unit or other property.

20.13 Notices and Disclaimers as to Community Systems.

Developer, the Community Association, or their successors, assigns or franchisees and any applicable cable telecommunications system operator (an "Operator"), may enter into contracts for the provision of security services through any Community Systems. DEVELOPER, THE COMMUNITY ASSOCIATION, OPERATORS AND THEIR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY. THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DEVELOPER, THE COMMUNITY ASSOCIATION OR ANY SUCCESSOR, ASSIGN OR FRANCHISEE OF THE DEVELOPER OR ANY OF THE OTHER AFORESAID ENTITIES AND ANY OPERATOR, ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF

OTHERS LOCATED ON THE PREMISES AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every owner or occupant of property receiving security services agrees that Developer, the Community Association or any successor, assign or franchisee thereof and any Operator assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every owner or occupant of property obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Community Association, any franchisee of the foregoing and the Operator or their successors or assigns, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 ($250.00) U. S. Dollars, which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Community Association or any franchisee, successor or designee of any of same or any Operator. Further, in no event will Developer, the Community Association, any Operator or any of their franchisees, successors or assigns, be liable for consequential damages, wrongful death, personal injury or commercial loss. In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider(s) of such services.

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

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

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

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Developer may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the County, for which service Developer shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the ordinances of the County); and

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

Neither the Community Association nor any officer, director, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the

course of performing any duty or exercising any right privilege (including, without limitation, performing maintenance work which is the duty of the Community Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Community Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

20.15 No Representations or Warranties.

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

20.16 Covenants Running With The Land.

Anything to the contrary herein notwithstanding and without limiting the generality (and subject to the limitations) of Section 20.1 hereof, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the Property and with title to the Property. Without limiting the generality of Section 20.4 hereof, if any provision or application of this Declaration would prevent this Declaration from running with the Property as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the Property; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties (that these covenants and restrictions run with the Property as aforesaid) be achieved.

20.17 Tax Deeds and Foreclosure.

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

20.18 Legal Fees and Costs.

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

20.19 Law To Govern

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

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the date first written above.

Witnesses:

By: Bonnie Odell
Print Name: Bonnie Odell

By: Kristen Eckley
Print Name: Kristen Eckley

**PULTE HOME CORPORATION**,
a Michigan corporation

By: _____
Print Name: Shawn Budd
Its: Attorney-in-Fact

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of June 2007, by Shawn Budd, as attorney-in-fact of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/she is ✓ personally known to me or __ produced _____ as identification.

{Notary Seal must be affixed}

Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: Nov. 26, 2010
Commission No.: DD617178

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6/20/2007 4:09:40 PM

## CONSENT OF ASSOCIATION

The undersigned, President of Riverwood by Del Webb Community Association, Inc., a Florida not-for-profit corporation ("Association"), hereby consents to the recording of this Declaration and agrees to undertake all obligations and assume all rights of the Association pursuant to this Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association.

The undersigned sets its hand and seal this 22nd day of June, 2007.

**RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC.,** a Florida not-for-profit corporation

By: William Genovese
William Genovese
Its President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of June, 2007, by William Genovese, as the President of Riverwood by Del Webb Community Association, Inc., a Florida not-for-profit corporation, for and on behalf of said corporation, and who is ✓ personally known to me or ____ has provided _____ as identification.

{Notary Seal must be affixed}

Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: Nov. 26, 2010
Commission No.: DD617178

## EXHIBIT A

## PROPERTY

That certain real property described in the Riverwood by Del Webb ~ Phase 1 Plat recorded at Plat Book 60, Pages 88-120 of the public records of St. Johns County Florida, less and except Tract F1 (Condominium Area) and Tracts FD1 and FD2 (Future Development Areas), which property is subject to the following easements and encumbrances:

1. Taxes and assessments for the year 2007 and subsequent years.

2. Notice of DRI Development Order (Nocatee) as set out in instrument recorded in Official Records Book 1656, page 1887, in the public records of St. Johns County, Florida.

3. Notice of Establishment of the Tolomato Community Development District as set out in instrument recorded in Official Records Book 2263, page 1747; validation recorded in Official Records Book 2340, page 1966, in the public records of St. Johns County, Florida.

4. Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements as set out in instrument recorded in Official Records Book 2331, page 914; First Amendment recorded in Official Records Book 2331, page 1803; Second Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 304, and Third Amendment to Interlocal Agreement between Split Pine Community Development District and Tolomato Community Development District regarding the Construction, Management and Financing of Joint Improvements, recorded in Official Records Book 2517, page 310, in the public records of St. Johns County, Florida.

5. Developer and Utility Service Agreement as set out in instrument recorded in Official Records Book 2359, page 1979, in the public records of St. Johns County, Florida.

6. Tolomato Community Development District Notice of Imposition of Special Assessments for Neighborhood Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 514, in the public records of St. Johns County, Florida.

7. Tolomato Community Development District Notice of Imposition of Special Assessments for Master Infrastructure Improvements as set out in instrument recorded in Official Records Book 2381, page 524, in the public records of St. Johns County, Florida.

8. Resolution establishing Oak Hammock Village Master PUD Development Plan as set out in instrument recorded in Official Records Book 2381, page 1471, in the public records of St. Johns County, Florida.

9. Special Warranty Deed from Sonoc Company, LLC to Pulte Home Corporation, dated October 31, 2005 and recorded on November 4, 2005 in Official Records Book 2576, page 76, in the public records of St. Johns County, Florida.

10. Restrictions and easements as shown in Riverwood Phase 1 subdivision plat, recorded at Plat Book 60, pages 87 – 120, of the public records of St. Johns County, Florida.

11. Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on February 21, 2006 in Official Records Book 2647, page 636, in the public records of St. Johns County, Florida.

12. Pulte Home Corporation Power of Attorney and Grant of Agency, recorded on March 31, 2006 in Official Records Book 2674, page 1041, in the public records of St. Johns County, Florida.

13. First Amendment to Declaration of Consent to Jurisdiction of Tolomato Community Development District and to Imposition of Special Assessments, recorded on March 31, 2006 in Official Records Book 2674, page 1283, in the public records of St. Johns County, Florida.

14. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 in Official Records Book 2675, page 1696, of the public records of St. Johns County, Florida.

15. Conservation Easement in favor of St. Johns River Water Management District, recorded on April 3, 2006 in Official Records Book 2675, page 1594, of the public records of St. Johns County, Florida.

16. Assignment of Development Rights, recorded on November 4, 2005 in Official Records Book 2576, page 98, of the public records of St. Johns County, Florida.

17. Memorandum of Agreement [Nocatee], recorded on November 4, 2005 in Official Records Book 2576, page 106, of the public records of St. Johns County, Florida.

18. Access Easement, recorded on November 4, 2005 in Official Records Book 2576, page 114, of the public records of St. Johns County, Florida.

19. Cost Sharing Agreement between Tolomato Community Development District and Pulte Home Corporation, recorded on February 20, 2007 in Official Records Book 2869, page 978 of the public records of St. Johns County, Florida.

20. Unrecorded Partial Assignment and Assumption of Service Agreement dated October 31, 2005.

21. Unrecorded Declaration of Access Easement dated October 31, 2005.

22. Any matters shown on that certain survey of the Property prepared by Robert M. Angas Associates, Inc. dated April 27, 2005 under Work Order No. 05-056.00, File No. 118A-19, as revised.

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**EXHIBIT B**

**ARTICLES OF INCORPORATION**
**FOR**
**RIVERWOOD BY DEL WEBB**
**COMMUNITY ASSOCIATION, INC.**

# ARTICLES OF INCORPORATION
# FOR
# RIVERWOOD BY DEL WEBB
# COMMUNITY ASSOCIATION, INC.

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

## ARTICLE 1.
## NAME

The name of the corporation shall be RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Community Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Community Association as the "Bylaws".

## ARTICLE 2.
## OFFICE

The principal office and mailing address of the Community Association shall be 5210 Belfort Road, Suite 400, Jacksonville, Florida 32256 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Community Association shall be kept at its principal office or at such other place as may be permitted by the Act.

## ARTICLE 3.
## PURPOSE

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

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

## ARTICLE 4.
## DEFINITIONS

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

**ARTICLE 5.**
**POWERS**

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

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

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

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

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

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

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

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

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

(g) To contract for the management and maintenance of the Common Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Community Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Property with such funds as shall be made available by the Community Association for such purposes. The Community Association and its officers shall, however, retain at all times the powers and duties to make Assessments, promulgate rules and execute contracts on behalf of the Community Association.

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

(i) To execute all documents or consents, on behalf of all Owners (and their Mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants

in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Parcel, and each Mortgagee of an Owner, by acceptance of a lien on said Parcel, appoints and designates the President of the Community Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Management System in a manner which is consistent with the requirements of St. Johns River Water Management District permit number 40-031-87432-4 and number 40-031-87432-1, the Army Corps of Engineers permit number SAJ-2003-1267-MRE, the Nocatee Environmental and Water Resource Area Plan, the Nocatee Stormwater Pollution Prevention Plan and applicable St. Johns River Water Management District rules, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District.

(k) The Community Association shall levy and collect adequate assessments against members of the Community Association for the cost of maintenance and operation of the Stormwater Management System.

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

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

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

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

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

## ARTICLE 6.
## MEMBERS

6.1 Membership. The Members of the Community Association shall consist of the Developer under the Declaration (Pulte Home Corporation) and all of the record title owners of Lots, Units and Parcels within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot, Unit or Parcel.

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

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

(a) Classes of Members.

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

(ii) Class B Member. The Class B Member shall be the Developer, or a representative thereof, who shall have the sole right to vote in Community Association matters. The Class B Membership shall exist until the occurrence of the earlier of the following events ("Turnover"):

(1) Three (3) months after ninety percent (90%) of the Lots and Units in the Property that will ultimately be operated by the Community Association have been conveyed to Class A Members or

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

(b) Voting. All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

(c) Appointment / Election of Board of Directors. Until Turnover, the Class B Member shall appoint the Directors in accordance with the provisions set forth in Article 4 of the Bylaws. After Turnover, the Directors will be elected in accordance with Article 4 of the Bylaws.

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

6.5 Proviso. At Turnover, the Developer shall transfer control of the Community Association to Owners other than the Developer by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Community Association. So long as the Developer provides notice in accordance with Chapter 720, Florida Statutes of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

**ARTICLE 7.**
**INCORPORATOR**

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

| NAME | ADDRESS |
|---|---|
| William Genovese | 5210 Belfort Road<br>Suite 400<br>Jacksonville, Florida 32256 |

**ARTICLE 8.**
**TERMS OF EXISTENCE**

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

**ARTICLE 9.**
**OFFICERS**

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

| | | |
|---|---|---|
| William Genovese | - President | 5210 Belfort Road, Suite 400<br>Jacksonville, Florida 32256 |
| Chet Skinner | - Vice President | 5210 Belfort Road, Suite 400<br>Jacksonville, Florida 32256 |
| Shawn Budd | - Secretary/Treasurer | 5210 Belfort Road, Suite 400<br>Jacksonville, Florida 32256 |

**ARTICLE 10.**
**DIRECTORS**

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

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

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

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

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

| NAME | ADDRESS |
|---|---|
| William Genovese | 5210 Belfort Road<br>Suite 400<br>Jacksonville, Florida 32256 |
| Chet Skinner | 5210 Belfort Road<br>Suite 400<br>Jacksonville, Florida 32256 |
| Shawn Budd | 5210 Belfort Road<br>Suite 400<br>Jacksonville, Florida 32256 |

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

## ARTICLE 11.
## INDEMNIFICATION PROVISIONS

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

right of indemnification shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which he may be lawfully granted. It shall be the obligation of the Community Association to obtain and keep in force a policy of officers' and directors' liability insurance.

**ARTICLE 12.**
**BYLAWS**

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

**ARTICLE 13.**
**AMENDMENTS**

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Community Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the written consent of Owners of seventy-five percent (75%) of the Lots, or the approval of persons holding seventy-five percent (75%) of the votes at a duly noticed meeting at which a quorum is present in person or by proxy. Provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Any amendments to these Articles which affect the rights of the SJRWMD, shall be subject to the approval of the SJRWMD. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

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

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

Sterling Fin. & Mgmt., Inc.
11555 Central Parkway, Suite 603
Jacksonville, Florida 32224

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

William Genovese

William Genovese, Incorporator

Dated this 22nd day of June, 2007.

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the city of Jacksonville, County of Duval, State of Florida, the Community Association named in the said articles has named Sterling Fin. & Mgmt., Inc., whose address is 11555 Central Parkway, Suite 603, Jacksonville, Florida 32224, as its agent to accept service of process within Florida.

Having been named the statutory agent of said Community Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

**STERLING FIN. & MGMT., INC.,**
a Florida corporation
By: J Mobley
Print Name: Gordon Mobley
Its: Director of Operations

DATED this 22nd day of June, 2007.

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**EXHIBIT C**

**BYLAWS**
**FOR**
**RIVERWOOD BY DEL WEBB**
**COMMUNITY ASSOCIATION, INC.**

# BYLAWS
# FOR
# RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, INC.

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

## ARTICLE 1
## DEFINITIONS

All terms in these Bylaws shall have the meanings as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association ("Community Association").

## ARTICLE 2
## BOOKS AND PAPERS

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

## ARTICLE 3
## MEMBERSHIP

3.1 Membership of the Community Association is as set forth in Article 6 of the Articles of Incorporation of the Community Association, (the "Articles").

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

## ARTICLE 4
## BOARD OF DIRECTORS

4.1 Number of Directors. The affairs of the Community Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors. The number of Directors shall increase to five (5) when sixty percent (60%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed. The Board of Directors will be increased to seven (7) when ninety percent (90%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed. After the first post-turnover Board of Directors is elected, the Members may vote to increase or decrease the number of Directors on the Board of Directors by amending this Section 4.1. Until the Class B Membership has terminated, the Class B Directors need not be Members of the Community Association; provided however that any Class A Directors appointed by the Class B Member shall be Members of the Community Association. All Directors shall be elected or appointed in accordance with the applicable provisions contained in the Articles and herein.

4.2 Election and Removal.

(a) Appointment of Directors Prior to Turnover. The first board of Directors shall be appointed by the Developer. When forty percent (40%) of the total number of Lots and Units within

the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one (1) Class A Member to the Board of Directors who shall be a Lot Owner or Unit Owner, and one Class B Member of the Board of Directors will resign. When sixty percent (60%) of the total number of Lots and Units within the Riverwood community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one (1) additional Class A Member to the Board of Directors who shall be a Lot Owner or Unit Owner, and one additional Class B Member to the Board of Directors for a total of five (5) Directors. When ninety percent (90%) of the total number of Lots and Units within the Riverwood Community that will ultimately be conveyed to Class A Members within the Community Association have been conveyed, then the Developer shall appoint one additional Class A Member to the Board of Directors and one additional Class B Member to the Board of Directors for a total of seven (7) Directors. The Class B Member will retain at least a majority control of the Board of Directors until turnover.

(b) Election of Directors After Turnover.

(i) After Turnover, the Developer may no longer appoint members to the Board of Directors and seven (7) Directors will serve on the Board of Directors of the Association, unless such number is amended by the Board of Directors as set forth in Section 4.1 of the Bylaws. Three (3) members of the Board of Directors will be Owners of Lots within the Community Association. Two (2) members of the Board of Directors will be Unit Owners within the Riverwood by Del Webb Monterey Condominium Association ("Monterey Association"). Two (2) members of the Board of Directors will be Unit Owners within the Riverwood by Del Webb Carriage Home Condominium Association ("Carriage Home Association"). The Class A Members as a whole shall vote for all of Board of Directors. The Monterey Association and the Carriage Home Association are collectively referred to as the "Sub-Associations". In the event of any vacancy for any reason, the election of the replacement director must preserve the original configuration of the Board with respect to the number of directors from each Sub-Association and the Lots.

(ii) Terms. Directors of the Community Association shall be elected or appointed, as applicable, at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in these Bylaws. At the initial election of Board of Directors (i.e. at Turnover), three (3) Directors will be selected to serve a three (3) year term, two (2) Directors will be selected to serve a two (2) year term and two (2) Directors will be selected to serve a one (1) year term. Immediately following the initial election, the Directors will vote amongst themselves to determine which terms each Director will serve; provided however that one (1) Director from the Monterey Association, one (1) Director from the Carriage Home Association and one (1) Director who is an Owner of a Lot shall each serve a three (3) year term. If the remaining Directors cannot agree on the term lengths, names will be randomly selected. Thereafter, at each election, the newly elected or appointed Directors will serve a three (3) year term. Notwithstanding the foregoing, each Director elected or appointed, as applicable, at the turnover meeting to serve a one (1) year term shall serve until the first annual meeting following the turnover meeting; provided however that if such period shall be less than six (6) months, such directors shall serve until the second annual meeting following the turnover meeting.

(iii) Removal of Directors. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in Section 4.9 of these Bylaws.

4.3 Any director (other than a director appointed by the Developer) may be removed from office at any time, with or without cause, by the affirmative majority vote of all of the Members and the remaining Board of Directors shall then fill the vacancy. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer is removed from

office, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

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

4.5 Action Taken Without a Meeting. To the extent permitted by law, 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 of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors

4.6 Subject to the provisions of Section 4.8 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.7 Subject to the provisions of Section 4.8 below, special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

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

4.9 Directors shall have the absolute right to resign at any time. The remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Board of Directors of each Sub-Association shall be called as soon as possible for the purpose of appointing new directors and the resignations of the prior directors shall not be effective until such appointments are made and new directors are appointed, except that if no meeting is held or no directors are appointed after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are appointed or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Developer resigns, said seat shall be filled by a replacement designated by the Developer rather than by the remaining directors.

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

4.11 The Directors of the Community Association have a fiduciary duty to the Owners of Lots governed by the Community Association.

**ARTICLE 5**
**OFFICERS**

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

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

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

5.4 The officers of the Community Association have a fiduciary duty to the Owners of Lots governed by the Community Association.

## ARTICLE 6
## MEETINGS OF MEMBERS

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

6.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any four (4) or more members of the Board of Directors, or upon written request of the Members who have a right to vote one-third (1/3) of all the votes of the entire membership, or who have a right to vote one-third (1/3) of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

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

6.4 The presence in person or by proxy at the meeting of Members entitled to cast at least twenty percent (20%) of the votes of the membership shall constitute a quorum for any action governed by these Bylaws. Unless a greater percentage is expressly required, decisions of the members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

6.5 Members have the right to vote in person or by proxy, except that proxies shall not be used to elect members of the Board of Directors. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

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

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

## ARTICLE 7
## AMENDMENTS

7.1 Procedure. Until Turnover, these Bylaws may be amended by the Class B Member without the consent or joinder of any Class A Member. Thereafter, these Bylaws may be amended at a regular or special meeting of the Board of Directors by a majority vote of the Directors. Amendments to these Bylaws need only be filed in the minute book, and need not be recorded in the public records of the County.

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

## ARTICLE 8
## OFFICIAL RECORDS

In accordance with the requirement of Section 720.303(4), Florida Statutes, the Official Records of the Community Association shall consist of:

8.1 General Records.

(a) A copy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property which the Community Association is obligated to maintain, repair or replace.

(b) A copy of the Bylaws of the Community Association and of each amendment to the Bylaws.

(c) A copy of the Articles of Incorporation of the Community Association and of each amendment thereto.

(d) A copy of the Declaration of Covenants and of each amendment thereto.

(e) A copy of the current rules of the Community Association.

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, Lot identifications. The Community Association shall also maintain the electronic mailing addresses and the numbers designated by Members for receiving notice sent by electronic transmission of those Members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by Owners to receive notice by electronic transmission shall be removed from Community Association records when consent to receive notice by electronic transmission is revoked. However, the Community Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the Community Association's insurance policies, or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Community Association is a party, including, without limitation, any management agreement, lease or other contract under which the Community Association has any obligation or responsibility. Bids received by the Community Association for work to be performed must also be considered official records and must be kept for a period of one (1) year.

(j) A copy of the disclosure summary described in Section 720.401(1), Florida Statutes.

(k) All other written records of the Community Association not specifically included in the foregoing which are related to the operation of the Community Association.

8.2 Financial Records. Accounting records for the Community Association shall be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include, but are not limited to:

(a) Accurate, itemized, and detailed records of all receipts and expenditures.

(b) A current account and a periodic statement of the account for each Member of the Community Association, designating the name and current address of each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(c) All tax returns, financial statements and financial reports of the Community Association.

(d) Any other records that identify, measure, record or communicate financial information.

8.3 Inspection and Copying of Records. The foregoing official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. The Community Association may adopt reasonable rules and regulations governing the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of official records.

## ARTICLE 9
## BOOKS AND PAPERS: FISCAL YEAR; MINUTES: BUDGETS: FINANCIAL REPORTS

9.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Community Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Community Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation., the costs of copying. The Community Association shall maintain an adequate number of copies of the recorded Declaration, Articles, Bylaws and any rules to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents.

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

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

9.4 The Community Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Community Association or another person. The Community Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

9.5 The Community Association shall prepare an annual financial report within sixty (60) days following the close of each fiscal year of the Community Association. The financial report must consist of either, at the determination of the Board, (a) financial statements presented in conformity with generally accepted accounting principles, or (b) a financial report of actual receipts and expenditures, cash basis, showing, the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Community Association. The Community Association shall provide each Member with a copy of the annual financial report or a written notice advising that a COPY of the report is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 9.1 above.

The foregoing were adopted as the Bylaws of the Community Association at the first meeting of the Board of Directors.

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## EXHIBIT D

## COMMON PROPERTY DESCRIPTION

That certain real property described in the Riverwood by Del Webb ~ Phase 1 Plat recorded at Plat Book 60, Pages 88-120 of the public records of St. Johns County Florida, **less and except** all platted lots, Tract F1 (Condominium Area) and Tracts FD1 and FD2 (Future Development Areas) and any portion of the Riverwood property that may be conveyed to the Tolomato Community Development District.

**EXHIBIT E**

**NOCATEE STORMWATER POLLUTION PREVENTION PLAN**

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

In order to ensure water quality is maintained and encroachment into environmentally sensitive areas are prohibited, the developer and contractor shall adhere to the following Operation Plan prior to and during construction.

### 1. PRE-CONSTRUCTION ACTIVITIES

Prior to the start of site construction, the developer or his designee shall conduct a pre-construction conference that addresses Stormwater Pollution Prevention and Sediment and Erosion Control. The purpose of this conference is to review the site-specific details of the SWPPP and identify the individuals responsible for its implementation. In addition, specific conditions of regulatory permits will be reviewed and persons assigned to the monitoring for compliance with these conditions.

### 2. CONSTRUCTION ACTIVITIES

The site work contractor shall at a minimum implement the requirements outlined below and those measures shown on the Stormwater Pollution Prevention Plan (SWPPP) and the erosion and turbidity control plan. In addition, the contractor shall undertake additional measures required for compliance with applicable permit conditions and state water quality standards. Depending on the nature of materials and methods of construction the contractor may be required to add flocculants to the detention system prior to discharge to Waters of the State.

#### A. Sequence of Major Erosion Control Activities:

The order of activities will be as follows:

1. Install stabilized construction entrance
2. Install silt fences and hay bales as required
3. Clear and grub for diversion swales/dikes and sediment basin
4. Construct sedimentation basin
5. Stock pile topsoil if required
6. Stabilize denuded areas and stockpiles as soon as practicable
7. Complete grading and install permanent seeding/sod and planting
8. Remove accumulated sediment from basins
9. Flocculate lake system, if required, to meet water quality standards

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

10. When all construction activity is complete and the site is stabilized, remove any temporary diversion swales/dikes, silt fences, hay bales and reseed/sod as required

*Note: Vertical construction of buildings will be taking place during all the sequence steps listed above.*

B. Additional Controls

It is the contractor's responsibility to implement the erosion and turbidity controls as shown on the sediment and erosion control plan. It is also the contractor's responsibility to ensure these controls are properly installed, maintained and functioning properly to prevent turbid or polluted water from leaving the project site. The contractor will adjust the erosion and turbidity controls shown on the sediment and erosion control plan and add additional control measures, as required, to ensure the site meets all federal, state and local erosion and turbidity control requirements. The following best management practices will be implemented by the contractor as required by the erosion and sediment control plan, and as required to meet the sediment and turbidity requirements imposed on the project site by regulatory agencies.

Erosion and sediment controls stabilization practices include the following:

1. Straw bale barrier: straw bale barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:
   a. Where the maximum slope behind the barrier is 33 percent.
   b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.
   c. Where effectiveness is required for less than 3 months.
   d. Every effort should be made to limit the use of straw bale barriers constructed in live streams or in swales where there is the possibility of a washout. If necessary, measures shall be taken to properly anchor bales to insure against washout.

2. Filter Fabric Barrier: Filter fabric barriers can be used below disturbed areas subject to sheet and rill erosion with the following limitations:
   a. Where the maximum slope behind the barrier is 33 percent.
   b. In minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres.

3. Brush Barrier with Filter Fabric: Brush barrier may be used below disturbed areas subject to sheet and rill erosion where enough residue material is available on site.

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

4. Level Spreader: A level spreader may be used where sediment-free storm runoff is intercepted and diverted away from the graded areas onto undisturbed stabilized areas. This practice applies only in those situations where the spreader can be constructed on undisturbed soil and the area below the level lip is stabilized. The water should not be allowed to reconcentrate after release.

5. Stockpiling Material: No excavated material shall be stockpiled in such a manner as to direct runoff directly off the project site into any adjacent water body or stormwater collection facility.

6. Exposed Area Limitation: The surface area of open, raw erodible soil exposed by clearing and grubbing operations or excavation and filling operations shall not exceed 10 acres. This requirement may be waived for large projects with an erosion control plan which demonstrates that opening of additional areas will not significantly affect off-site deposit of sediments.

7. Inlet Protection: Inlets and catch basins which discharge directly off-site shall be protected from sediment-laden storm runoff until the completion of all construction operations that may contribute sediment to the inlet.

8. Temporary Seeding: Areas opened by construction operations and that are not anticipated to be re-excavated or dressed and receive final grassing treatment within 30 days shall be seeded with a quick growing grass species which will provide an early cover during the season in which it is planted and will not later compete with the permanent grassing.

9. Temporary Seeding and Mulching: Slopes steeper than 6:1 that fall within the category established in Paragraph 8 above shall additionally receive mulching of approximately 2 inches loose measure of mulch material cut into the soil of the seeded area adequate to prevent movement of seed and mulch.

10. Temporary Grassing: The seeded or seeded and mulched area(s) shall be rolled and watered or hydromulched or other suitable methods if required to assure optimum growing conditions for the establishment of a good grass cover.

11. Temporary Regrassing: If, after 14 days from seeding, the temporary grassed areas have not attained a minimum of 75 percent good grass cover, the area will be reworked and additional seed applied sufficient to establish the desired vegetative cover.

12. Maintenance: All features of the project designed and constructed to prevent erosion and sediment shall be maintained during the life of the construction so as to function as they were originally designed and constructed.

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

13. Permanent Seeding: All areas which have been disturbed by construction will, as a minimum, be seeded. The seeding mix must provide both long-term vegetation and rapid growth seasonal vegetation. Slopes steeper than 4:1 shall be seeded and mulched or sodded.

14. Temporary Diversion Dike: Temporary diversion dikes may be used to divert runoff through a sediment-trapping facility.

15. Temporary Sediment Trap: A sediment trap is usually installed in a drainage way at a storm drain inlet or at other points of discharge from a disturbed area with the following limitations: The sediment trap may be constructed either independently or in conjunction with a temporary diversion dike.

16. Sediment Basin: Will be constructed at the common drainage locations that serve an area with 10 or more disturbed acres at one time, the proposed stormwater ponds (or temporary ponds) will be constructed for use as sediment basins. These sediment basins must provide a minimum of 3,600 cubic feet of storage per acre drained until final stabilization of the site. The 3,600 cubic feet of storage area per acre drained does not apply to flows from offsite areas and flows from onsite areas that are either undisturbed or have undergone final stabilization where such flows are diverted around both the disturbed area and the sediment basin. Any temporary sediment basins constructed must be backfilled and compacted in accordance with the specifications for structural fill. All sediment collected in permanent or temporary sediment traps must be removed upon final stabilization.

C. Site Maintenance Activities

1. Waste Disposal

a. Waste Materials

All waste materials except land clearing debris shall be collected and stored in a securely lidded metal dumpster. The dumpster will meet all local and state solid waste management regulations. The dumpster will be emptied as needed and the trash will be hauled to a state approved landfill. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted at the construction site by the site superintendent, the individual who manages the day-to-day site operations, who will be responsible for seeing that these procedures are followed.

b. Hazardous Waste

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

All hazardous waste materials will be disposed of in the manner specified by the Nocatee Hazardous Waste Plan, local or state regulation, and by the manufacturer. Site personnel will be instructed in these practices and the site superintendent, the individual who manages day-to-day site operations, will be responsible for seeing that these practices are followed.

c. Sanitary Waste

All sanitary waste will be collected from the portable units as needed to prevent possible spillage. The waste will be collected and disposed of in accordance with state and local waste disposal regulations for sanitary sewer or septic systems.

d. Offsite Vehicle Tracking

A stabilized construction entrance will be provided to help reduce vehicle tracking of sediments. The paved street adjacent to the site entrance will be swept daily to remove any excess mud, dirt or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

D. Spill Prevention Plan

1. Material Management Practices

The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to stormwater runoff.

A. Good Housekeeping

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.

APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturer's recommendations for proper use and disposal will be followed.
- The site superintendent will inspect daily to ensure materials onsite receive proper use and disposal.

B. Hazardous Products

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturer's or local and state recommended methods for proper disposal will be followed.

C. Product Specific Practices

The following product specific practices will be followed onsite:

i. Petroleum Products

All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers that are clearly labeled. Any asphalt substances used onsite will be applied according to the manufacturer's recommendations.

ii. Fertilizers

APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

Fertilizers used will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to stormwater. Storage will be in a covered area. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

iii. Paints

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

The site superintendent responsible for the day-to-day site operations will be the spill prevention and cleanup coordinator. He/she will designate at least one other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and if applicable, in the office trailer onsite.

3. MAINTENANCE/INSPECTION PROCEDURES

A. Erosion and Sediment Control Inspection and Maintenance Practices

The following are inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All control measures will be inspected by the site superintendent, or the person responsible for the day to day site operation or someone appointed by the site superintendent, at least once a week and following any storm event of 0.25 inches or greater.
- All turbidity control measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of report.
- Built up sediment will be removed from silt fence when it has reached one-third the height of the fence.

APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

- Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- The sediment basins will be inspected for the depth of sediment, and built up sediment will be removed when it reaches 10 percent of the design capacity or at the end of the job.
- Diversion dikes/swales will be inspected and any breaches promptly repaired.
- Temporary and permanent seeding and planting will be inspected for bare spots, washouts, and healthy growth.
- A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector will be attached to the contract. The reports will be kept on site during construction and available upon request to the owner, engineer or any federal, state or local agency approving sediment and erosion plans, or stormwater management plans. The reports shall be made and retained as part of the stormwater pollution prevention plan for at least three years from the date that the site is finally stabilized and the notice of termination is submitted. The reports shall identify any incidents of non-compliance.
- The site superintendent will select up to three individuals who will be responsible for inspections, maintenance and repair activities, and filling out the inspection and maintenance report.
- Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

4. NON-STORMWATER DISCHARGES

It is expected that the following non-stormwater discharges will occur from the site during the construction period:

- Water from water line flushing
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater (from dewatering excavation).

All non-stormwater discharges will be directed to the sediment basin prior to discharge.

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

### 1. GOLF COURSE DEVELOPMENT

At the completion of final grading, soil analysis will be conducted to determine soil fertility and other properties essential for successful seeding and germination. It is anticipated that there will be some requirements for lime, fertilizers, and perhaps other soil conditioners. Until a grass cover is established, erosion will be controlled through the use of filter fabric, mulches, and hay bales, and in some cases, sodding with Bermuda or Bahia grasses.

The irrigation system will be completely automated.

### 2. CULTURAL PRACTICES

Cultural practices involve all of the various procedures directed toward the maintenance of healthy turf grasses and associated landscaping. The key to healthy turf is intensive, daily care. This includes cutting with sharp blades and accurately adjusted mowers, together with a comprehensive inspection for incipient problems. Grass that is infrequently cut, cut too short, or cut by dull blades becomes weakened and susceptible to disease and weeds.

Such techniques as verti-cutting, thatching, aeration, topdressing, frequent soil testing, timely fertilization, and other positive practices help keep a high quality turf without the excessive use of toxic chemicals.

The importance of a sound irrigation system cannot be overemphasized for good turf and landscape management practices. Golf course configuration will be designed around automated controls that can be operated on the basis of on-site weather data, as well as specific requirements associated with a variety of tasks such as fertilization, overseeding, and the like. This system includes a frequent and rigid inspection and maintenance program to avoid mechanical failures, and to insure adequate coverages at calculated flow rates. The precautions should essentially eliminate flooding from "blowouts," nutrient losses by leaching, puddling, or "burn-outs" from lack of water.

### 3. BIOLOGICAL PRACTICES

Biologically, the first and most important Best Management Practice (BMP) is the selection of appropriate, site specific grasses, and landscaping vegetation. Turf grasses will vary by golf course areas depending on their characteristics relative to play requirements on tees, fairways, roughs, collars, fringes, and greens. Three varieties of Bermuda grass will be provided on fairways (T-419), tees (T-328), and greens (Tif-dwarf). For the most part, on-site trees and shrubs will be transplanted where there are plans to create landscaping and vegetative focal points. Elsewhere, the landscape will be selected from lists of hardy and attractive species that are beneficial to both resident and migratory wildlife.

Also, biological agents will be used, as they become available, to counteract turf and landscaping problems that would otherwise require control by chemical means. To the extent possible, this

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

type of control can be achieved to some degree by nurturing the beneficial insects and microbes that normally occur under the conditions conducive to plant nematodes to keep the crickets in check. Findings from golf courses in Florida suggest that the use of these worms alone can significantly reduce the incidences of serious mole cricket infestations.

4. CHEMICALS

In spite of every effort to adhere to BMP's, each category of pests may have to be controlled by chemicals at one time or another. The rational in the use of chemical controls is to apply minimal amounts, as necessary, to prevent the type of large-scale infestations that can only be eradicated through massive chemical treatment. In this regard, the general guidelines for pesticide usage have been summarized below:

The only pesticides used will be those having a half-life of 70 days, or less. Also, considerations will be given to their N-octanol/water partition coefficients, lethal dose coefficients, and their solubility properties. As noted above, current soil analyses will be used to determine soil-pesticide interaction ratings as issued by both the USDA and the Institute for Food and Agricultural Sciences (IFAS) at the University of Florida. In each fiscal year, listings of chemicals and application rates and schedules will be prepared and submitted to regulatory agencies upon request.

In the case of each pest, threshold tolerance levels will be recorded and updated. Naturally, this number will vary on the type of infestation, turf condition, and course location. For example, healthy turf is more likely than poor turf to withstand a moderate infestation by the white grub. Similarly, more pest damage can be accepted in fairways than on tees and greens.

The timing of pesticide applications is a critical factor in reducing the overall need for chemical use. Even though our objective will be to maintain effective control by the use of spot-treatments and good course conditioning, there will be times when the broad application of a particular pesticide is required. One such occasion, for example, might be in early summer, when dosing the entire course for mole cricket larvae could alleviate the need for frequent and stronger applications throughout the warm-weather season. Through this type of understanding, the principal goal of the chemical program is to maximize pest control while minimizing the use of toxic substances.

Qualified supervision and conscientious oversight are keys to the success of our chemical usage program. Therefore, a care will be taken when filling the position of superintendent for the golf course and grounds. This person must be well schooled in horticulture and turf sciences, and must be state licensed to handle and distribute the pesticides. Experience will be another very important consideration in this choice. The particulars concerning pesticide storage and anticipated use are described in the attached exhibit.

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

### 5. RECORDS

Record keeping is ultimately the most important and a valuable component of our IPM Program. In this way, daily log entries will provide a long-term database regarding chemical development, and justification of effective pest control methodologies. Furthermore, this database will provide essential information for accounting and inventory control, water quality monitoring tasks, and for reviews by local, state and federal regulatory agencies.

### 6. UPGRADING

In the recent past, turf management, horticulture, and integrated pest management have become academic disciplines based upon a growing foundation of scientific inquiry. In the construction of the golf course, we intend at the outset, to benefit from all applicable information that is now available in these areas. Thereafter, over the long term, every effort will be made to continuously upgrade our own experience and implementations, and through our respective professional affiliations.

### 7. RECORD KEEPING

Record keeping is the ingredient tying the IPM Plan together and maximizing its efficiency. There are two aspects to record keeping:

- History of pest problems, including when and where, probable cause, treatment tried, results, and any other factor (such as weather) which may be relevant.
- Daily record of pesticides/fertilizers applied, including concentrations, methods of application, operator, reason (cyclical, preventative, problem area, etc.) weather conditions, and total quantities applied.

The forms used to record the information can be tailored to the golf course superintendent's preference; however, it should be remembered that they will be important for a number of different applications, including:

- The superintendent will use them for problem solving, scheduling and purchasing and inventory control.
- The internal and external accountants will use them for financial statement preparation and inventory control.
- The external auditor responsible for monitoring water quality will use them for determining testing parameters and analyzing test results.

## APPENDIX F: NOCATEE STORMWATER POLLUTION PREVENTION PLAN

- Local, state and federal officials will use them to monitor adherence to overall governmental standards as well as compliance with specific development orders, or other permitting requirements.

8. STORAGE

- All chemicals will be stored separate from any fertilizer or fuels.
- The storage building will be self-contained to prevent contamination of the ground and ground water in the case of container failure.
- With the increasing number of golf courses, this area is experiencing many more suppliers. Therefore, it is not necessary to stock large quantities of chemicals. It is anticipated this building will be in the range of 100-150 square feet and the products will be used or returned to the supplier by the end of each season.

**EXHIBIT F**

**OUTLINE FOR HOMEOWNERS STORMWATER TRAINING PROGRAM**

# 2636338_v7

# OUTLINE FOR HOMEOWNERS STORMWATER TRAINING PROGRAM

A. Watersheds

1. What is a watershed?
2. How does your neighborhood fit into a watershed?
3. Water quality problems associated with stormwater runoff
4. The importance of estuaries

B. Stormwater Systems

1. Purpose of Stormwater Ponds
   a. Flood Control
   b. Pollution Control
2. Types of Stormwater Ponds
3. Wet Detention Ponds

C. Stormwater Pond Maintenance

1. Clearing Inflow/Outflow Structures
2. Maintaining Eroded area and Reducing Sediment Accumulation
3. Removal of Litter, Pet Droppings and Yard Waste from Yards and Ponds

D. Vegetation

1. Desirable Vegetation and Aquascaping
   a. Nutrient Up-Take
   b. Filtration of Sediments
   c. Ornamental/Aesthetic Value
2. Undesirable Vegetation
   a. Produces Detritus
   b. Uses Oxygen
   c. Results in Alga Blooms
   d. Prevent Water Flow
   e. Provides Habitat for Mosquitoes
   f. Crowds Out Desirable Vegetation
3. Removal of Nuisance Vegetation

Public Records of St. Johns County, FL Clerk # 2008036730, O.R. 3098 PG 1783,
06/30/2008 at 01:56 PM REC. $13.00 SUR. $14.00

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

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** ("Amendment") is made this 26th day of June 2008, by Pulte Home Corporation, a Michigan corporation ("Developer").

**RECITALS:**

A. Developer subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on June 26, 2007 at Official Records Book 2940, at Page 44 of the Public Records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Article 20.6 of the Declaration, prior to Turnover of the Association, Developer may amend the Declaration for so long as it holds title to any Lot or Unit affected by the Declaration, provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

C. As of the date of this Amendment, Turnover has not occurred and the Developer desires to amend the Declaration as set forth herein. This amendment is not inconsistent with the general scheme of development within the Community and does not materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

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

1. RECITALS. The Recitals to this Amendment are true and correct and are incorporated by reference and made a part hereof.

2. DEFINED TERMS. All defined terms utilized herein but not defined in this Amendment shall have the meaning ascribed to said terms in the Declaration.

3. PETS.

The second sentence of Section 7.21(a) is hereby amended and restated in its entirety as follows: "Owners are granted a license to maintain not more than a total of two (2) pets per Unit and not more than a total of three (3) pets per Lot, provided such pets are (a) permitted to be so kept by applicable laws and regulations, (b) not a breed considered to be dangerous by the Board of Directors, and (c) dogs or cats only, except as set forth below."

The last sentence of Section 7.21(a) is hereby amended and restated in its entirety as follows: "Pet sitting for outside pets is permitted as long as the number of pets maintained within a Unit does not exceed two (2) pets and the number of pets maintained within a Lot does not exceed three (3) pets."

4. FINES. Section 11.3(e) is hereby amended and restated in its entirety:

(e) Amounts: The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Lot or Unit owned by the Owner as follows:

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

(ii) Subsequent non-compliance, or violations which are of a continuing nature after notice thereof: a fine not in excess of One Hundred Dollars ($100.00) per day, but no fine shall exceed One Thousand Dollars ($1,000.00) in the aggregate;

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

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

The undersigned agent of the Developer has executed this Amendment this 26th day of June, 2008.

**PULTE HOME CORPORATION**
a Michigan corporation

By: _____
Print Name: Shawn Budd
Its: Attorney-in-Fact

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26th day of June 2008, by Shawn Budd as the authorized agent of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is [4 personally known to me or [ ] has provided _____ as identification.

{Notary Seal must be affixed}

Tiffany W. Mills
Commission # DD617178
Expires November 26, 2010
Bonded Troy Fain Insurance Inc 800-385-7019

# 5432728_v1

Tiffany W. Mills
(Signature of Notary)
Tiffany W. Mills
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: Nov. 26, 2010
Commission No.: DD617178

Public Records of St. Johns County, FL Clerk # 2010018886, O.R. 3307 PG 671,
04/23/2010 at 08:06 AM REC. $9.00 SUR. $9.50

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

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** ("Amendment") is made on April 20, 2010, by Pulte Home Corporation, a Michigan corporation ("Developer").

**RECITALS:**

A. Developer subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on June 26, 2007 at Official Records Book 2940, at Page 44 of the Public Records of St. Johns County, Florida, as amended from time to time (the "Declaration").

B. Pursuant to Article 20.6 of the Declaration, prior to Turnover of the Association, Developer may amend the Declaration for so long as it holds title to any Lot or Unit affected by the Declaration, provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

C. As of the date of this Amendment, Turnover has not occurred, the Developer continues to own Lots and Units affected by the Declaration and the Developer desires to amend the Declaration as set forth herein. This amendment is not inconsistent with the general scheme of development within the Community and does not materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

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

1. RECITALS. The Recitals to this Amendment are true and correct and are incorporated by reference and made a part hereof.

2. DEFINED TERMS. All defined terms utilized herein but not defined in this Amendment shall have the meaning ascribed to said terms in the Declaration.

3. AMENDMENT.

Section 6.1(b) is amended to add the following sentence at the end of the Section:

"Notwithstanding the foregoing, the age restrictions set forth in this Section are non-revocable and are not subject to change except to the extent a more restrictive age limitation is required under the Housing for Older Persons Act of 1995, at which time

an amendment may be made by the Developer, Association or Owners to conform to the stricter requirements of the Housing for Older Persons Act of 1995."

Section 20.06 is amended and restated in its entirety as follows:

"In addition, but subject, to any other manner herein provided for the amendment of this Declaration, prior to Turnover (as defined in the Articles), the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Developer, for so long as it or its affiliate holds title to any Lot or Unit affected by this Declaration; provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community, (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association, unless the record Owner of the Lot or Unit and all record owners of liens on the Lot or Unit join in the execution of the amendment, or (iii) permit any person under the age of nineteen (19) to reside in the Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period. After Turnover this Declaration may be amended by an instrument signed by the President of the Community Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least 66 2/3% of the Members represented at a duly called meeting thereof; provided that so long as Developer is the Owner of any Lot or Unit affected by this Declaration, Developer's consent must be obtained if such amendment, in the sole opinion of Developer, affects its interest; and provided further that no amendment to the Declaration may be made by any party to permit any person under the age of nineteen (19) to reside in a Lot or Unit for more than ninety (90) days in any consecutive twelve (12) month period."

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

The undersigned agent of the Developer has executed this Amendment on April 20, 2010.

**PULTE HOME CORPORATION**
a Michigan corporation

By:_____
Print Name: Gregory U. Clark
Its: Vice-President of Land Development

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 20th day of April 2010, by Gregory U. Clark as Vice-President of Land Development of Pulte Home Corporation, a Michigan corporation, for and on behalf of said corporation, and who is [ x ] personally known to me or [ ] has provided _____ as identification.

{Notary Seal must be affixed}

CHRISTINE R. BRAUN
Commission # DD 899905
Expires June 17, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

_____
(Signature of Notary)
Christine R. Braun
(Print Name of Notary Public)
Notary Public, State of Florida
My Commission Expires: June 17, 2013
Commission No.: DD 899905

# 9283336_v2

Public Records of St. Johns County, FL Clerk # 2010053204, O.R. 3369 PG 1046,
10/27/2010 at 08:10 AM REC. $25.00 SUR. $27.50

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

# AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION** ("**Amendment**") is made on September 23, 2010, by Pulte Home Corporation, a Michigan corporation ("**Developer**").

**RECITALS:**

A. Developer subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on June 26, 2007 at Official Records Book 2940, at Page 44 of the Public Records of St. Johns County, Florida, as amended from time to time (the "**Declaration**").

B. Pursuant to Article 20.6 of the Declaration, prior to Turnover of the Association, Developer may amend the Declaration for so long as it holds title to any Lot or Unit affected by the Declaration, provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Riverwood by Del Webb Community Association ("**Association**").

C. As of the date of this Amendment, Turnover has not occurred, the Developer continues to own Lots and Units affected by the Declaration and the Developer desires to amend the Declaration as set forth herein. This amendment is not inconsistent with the general scheme of development within the Community and does not materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Association.

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

1. The recitals are incorporated into and made a part of this Amendment.

2. All capitalized terms which are not defined in this Amendment shall have the same definition as appears in the Declaration.

3. Developer deeded a portion of Tract A6 as shown on page 94 of the Riverwood by Del Webb ~ Phase 1 Plat recorded at Plat Book 60, Pages 87-120 of the public records of St. Johns County Florida (a copy of Plat Book 60, Page 94 is attached hereto as Exhibit "A"), said portion more particularly described in Exhibit "B" attached hereto, to the Owners of Lot 48 ("**Lot 48 Owners**") pursuant to the Special Warranty Deed recorded on June 2, 2010 in Official Records Book 3319, Page 413 in the public records of St. Johns County, Florida.

4. Developer deeded a separate portion of Tract A6, said portion more particularly described in Exhibit "B-1" attached hereto, to the Owners of Lot 49 ("**Lot 49 Owners**") pursuant to the Warranty Deed recorded on March 29, 2010 in Official Records Book 3299, Page 670 in the public records of St. Johns County, Florida.

5. Notwithstanding the provisions of Section 4.12 and 5.1 of the Declaration, which provisions remain in effect, the Lot 48 Owners, its successors in title to Lot 48 and assigns, shall be responsible for the maintenance, insurance, tax and administration obligations with respect to the portion of Tract A6 which Lot 48 Owners own, which maintenance, insurance and tax costs shall be Lot 48 Owners' sole cost and expense. If the Lot 48 Owners fail to maintain the portion of Tract A6 which they own in a manner consistent with the Section 5.1 of the Declaration, the Association shall have the right to enter upon Tract A6 to perform the necessary maintenance and to charge the Lot 48 Owners for the cost of the maintenance in the form of a Special Assessment. The Association shall have a non-exclusive permanent and perpetual easement over and upon Tract A6 for purposes of using, performing necessary maintenance or for any other reason consistent with the Declaration and applicable Florida law. Lot 48 Owners shall also be responsible for any taxes assessed on the portion of Tract A6 which they own.

6. Notwithstanding the provisions of Section 4.12 and 5.1 of the Declaration, which provisions remain in effect, the Lot 49 Owners, its successors in title to Lot 49 and assigns, shall be responsible for the maintenance, insurance, tax and administration obligations with respect to the portion of Tract A6 which Lot 49 Owners own, which maintenance, insurance and tax costs shall be Lot 49 Owners' sole cost and expense. If the Lot 49 Owners fail to maintain the portion of Tract A6 which they own in a manner consistent with the Section 5.1 of the Declaration, the Association shall have the right to enter upon Tract A6 to perform the necessary maintenance and to charge the Lot 49 Owners for the cost of the maintenance in the form of a Special Assessment. The Association shall have a non-exclusive permanent and perpetual easement over and upon Tract A6 for purposes of using, performing necessary maintenance or for any other reason consistent with the Declaration and applicable Florida law. Lot 49 Owners shall also be responsible for any taxes assessed on the portion of Tract A6 which they own.

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

[The remainder of this page intentionally left blank.]

# 9653075_v1

This Amendment to the Declaration has been duly executed on this 23rd day of Sept _____, 2010.

**PULTE HOME CORPORATION,**
a Michigan corporation

By:_____
Print Name: Gregory Clark
Its: VP of Land Dev't

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of Sept, 2010, by Gregory Clark as VP of Land Dev of Pulte Home Corporation, a Michigan corporation, on behalf of the corporation. He/She is ✓ personally known to me or ____ who produced _____ as identification.

CHRISTINE R. BRAUN
Commission # DD 899905
Expires June 17, 2013
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Print Name Christine R Braun
Notary Public State of Florida
My commission expires: 6/17/2013
Commission Number DD899905

[SEAL]

# 9653075_v1

**Exhibit "A"**

**Map Book 60, Page 94 Showing Tract A6**

# 9653075_v1

**Exhibit "B"**

**Lot 48 Owners' Portion of Tract A6**

A portion of Tract A6, as depicted on RIVERWOOD BY DEL WEBB - PHASE 1, a plat recorded in Map Book 60, pages 87 through 120, of the Public Records of St. Johns County, Florida, being a portion of Section 63, Township 5 South, Range 29 East, said St. Johns County, being more particularly described as follows:

For a point of reference, commence at the Southerly most corner of Lot 48, as depicted on said plat of RIVERWOOD BY DEL WEBB - PHASE 1, said corner lying on the Northerly right of way line of Marsh Hollow Road, a 60 foot right of way as presently established, said corner also being a point on a curve; thence Northeasterly along the arc of said curve concave Southeasterly, having a radius of 55.00 feet, through a central angel of 40°18'10", an arc length of 38.69 feet to a point on said curve, said point being the Southeasterly most corner of said Lot 48, and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 28°49'09" East, 37.90 feet.

From said Point of Beginning, thence Northeasterly continuing along said Northerly right of way line and along the arc of a curve concave Southeasterly having a radius of 55.00 feet, through a central angle of 06°18'14", an arc length of 6.05 feet to a point on said Northerly right of way line, said arc being subtended by a chord bearing and distance of North 52°07'21" East, 6.05 feet; thence North 14°34'51" West, departing said Northerly right of way line, 128.80 feet to a point lying on the Southerly line of Tract C3, a conservation easement as described and recorded in Official Records Book 2675, page 1696, said line also being the Northerly line of said Tract A6; thence South 59°29'28" West, along said Southerly line, 24.13 feet to the Northeast corner of said Lot 48; thence South 22°38'40" East, departing said Southerly line and along the Easterly line of said Lot 48, a distance of 125.81 feet to the Point of Beginning.

Also described as the West Half of Tract A6.

# 9653075_v1

**Exhibit "B-1"**

**Lot 49 Owners' Portion of Tract A6**

A portion of Tract A6, as depicted on RIVERWOOD BY DEL WEBB - PHASE 1, a plat recorded in Plat Book 60, pages 87 through 120, of the Public Records of St. Johns County, Florida, being a portion of Section 63, Township 5 South, Range 29 East, said St. Johns County, being more particularly described as follows:

For a Point of Reference, commence at the Southeast corner of Lot 49, as depicted on said plat of RIVERWOOD BY DEL WEBB- PHASE 1, said corner lying on the Northerly right of way line of Marsh Hollow Road, a 60 feet right of way as presently established, said corner also being a point on a curve, thence Westerly along the arc of said curve concave Southerly, having a radius of 55.00 feet, through a central angle of 51°14'45", an arc length of 49.19 feet to a point on said curve, said point being the Southwest corner of said Lot 49, and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 87°11'36" West, 47.57 feet.

From said Point of Beginning, thence Southwesterly continuing along said Northerly right of way line and along the arc of a curve concave Southerly having a radius of 55.00 feet, through a central angle of 06°17'44", an arc length of 6.04 feet to a point on said Northerly right of way line, said arc being subtended by a chord bearing and distance of South 58°25'21" West, 6.04 feet; thence North 14°34'51" West, departing said Northerly right of way line, 128.80 feet to a point lying on the Southerly line of Track C3, a conservation easement as described and recorded in Official Records Book 2675, page 1696, said line also being the Northerly line of said Track A6, thence North 59°29'28" East along said Southerly line 24.07 feet to the Northwest corner of said Lot 49; thence South 07°10'26" East, departing said Southerly line and along the Westerly line of said Lot 49, a distance of 134.76 feet to the Point of Beginning.

Also described as the East Half of Tract A6.

# 9653075_v1

Public Records of St. Johns County, FL Clerk # 2012030341, O.R. 3567 PG 1114,
05/30/2012 at 04:48 PM REC. $13.00 SUR. $14.00

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

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION**

**THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** ("Amendment") is made this 29th day of, ~~March~~ May, 2012 by Pulte Home Corporation, a Michigan corporation ("Developer").

**RECITALS:**

A. Developer subjected certain property to the terms and conditions of that certain Declaration of Covenants, Conditions, Restrictions and Easements which was recorded on June 26, 2007 at Official Records Book 2940, at Page 44 of the Public Records of St. Johns County, Florida, as amended from time to time (the "Declaration").

B. Pursuant to Article 20.6 of the Declaration, prior to Turnover of the Association, Developer may amend the Declaration for so long as it holds title to any Lot or Unit affected by the Declaration, provided however that any such amendment shall not (i) be inconsistent with the general scheme of development within the Community or (ii) materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

C. As of the date of this Amendment, Turnover has not occurred and the Developer desires to amend the Declaration as set forth herein. This amendment is not inconsistent with the general scheme of development within the Community and does not materially and adversely alter the proportionate voting interest appurtenant to a Lot or Unit or increase the proportion or percentage by which a Lot or Unit shares in the common expenses of the Community Association.

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

1. RECITALS. The Recitals to this Amendment are true and correct and are incorporated by reference and made a part hereof.

2. DEFINED TERMS. All defined terms utilized herein but not defined in this Amendment shall have the meaning ascribed to said terms in the Declaration.

3. Paragraph 1.1(jj) is hereby amended and restated in its entirety as follows:

"Residence means any ~~single family~~ fee simple, residential dwelling constructed or to be constructed on or within any Lot, whether attached or detached, together with any permitted appurtenant Improvements, including without limitation, garages, driveways, detached buildings, pools and patios, which have been approved by the ARB or Developer, as applicable."

4. The following is added at the end of Paragraph 7.15(b):

"The Community Association may charge a "Lease Processing Fee" in connection with such verification process. Such fee shall be set by the Board from time to time."

5. The first sentence of Paragraph 7.19(b) is amended and restated in its entirety as follows:

"With respect to Residences only, Owners may have golf carts and motorcycles, but each shall count as one-half (.5) of a vehicle towards the vehicle limit."

6. The following is added at the end of Paragraph 7.29:

"The Board of Directors may, in its sole discretion, charge a reasonable fee for the provision of extra or replacement Community ID badges (over and above the standard issuance of two (2) Community ID badges) used in connection with the Common Property recreational facilities. Such fee shall be set by the Board from time to time."

7. A new Section 7.37 is hereby added to Article 7 USE RESTRICTIONS of the Declaration as follows:

"7.37 Sidewalks. Any Owner of a Lot developing a Residential Dwelling Unit on such Lot shall construct any sidewalk on or in front of such Lot, in accordance with the subdivision construction plans submitted to and approved by St. Johns County. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for such Lot."

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

IN WITNESS WHEREOF, this Amendment to the Declaration has been duly executed on this 29th day of ~~March~~ May, 2012.

Witnesses:

Print Name: Tara M. Jinks

Print Name: Shelley F Wright

PULTE HOME CORPORATION,
a Michigan corporation

By:
Name: GREGORY CLARK
Its VP OF LAND DEVELOPMENT

[ Corporate Seal ]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me on ~~March~~ May 29, 2012, by Gregory Clark, the VP of Land Development of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

Print Name: Shelley F Wright
Commission number: _____
My commission expires: _____

(SEAL)

Notary Public State of Florida
Shelley F Wright
My Commission DD845542
Expires 12/15/2012

#10634716_v4

Public Records of St. Johns County, FL Clerk # 2013014366, O.R. 3694 PG 655,
03/01/2013 at 04:25 PM REC. $17.00 SUR. $18.50

**PREPARED BY AND RETURN TO:**
Christian F. O'Ryan, Esq.
Pennington, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa FL 33607

SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA

FL 015695

# SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION

THIS SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION (this "**Supplement**") is made this 22nd day of February, 2013, by PULTE HOME CORPORATION, a Michigan corporation (the "**Developer**").

## RECITALS

A. Developer recorded the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION in O.R. Book 2940, Page 44, Public Records of St. Johns County, Florida (the "**Original Declaration**"), as amended by that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3098, Page 1783, Public Records of St. Johns County, Florida (the "**First Amendment**"), that certain Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3369, Page 1046, Public Records of St. Johns County, Florida (the "**Second Amendment**") and that Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3567, Page 1114, Public Records of St. Johns County, Florida (the "**Third Amendment**"). This Supplement, together with the Original Declaration, the First Amendment, the Second Amendment and the Third Amendment shall hereinafter be collectively referred to as the "**Declaration**."

B. The Declaration provides in Article 2, Section 2.2 that the Developer may annex additional land by recording a Supplemental Declaration without the consent of any party.

C. Developer is the owner of the property described in **Exhibit A** attached hereto and made a part hereof (the "**Property**") and desires to annex the Property into the Community.

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

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

2. The Declaration is hereby amended by the addition of the real property described in **Exhibit A**, which real property shall hereafter be part of the Community and subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be amended from time to time.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned being the Developer, has caused this Supplement to be executed by its duly authorized officers and affixed its company seal.

WITNESSES:

**"DEVELOPER"**

PULTE HOME CORPORATION, a Michigan corporation

By: _____
Clint Ball
Director of Finance

Date: February 22, 2013

Print Name: Karen Janecek

Print Name: Jack Traynor

(Corporate Seal)

STATE OF FLORIDA )
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 22 day of February, 2013, by Clint Ball, as Director of Finance of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. [He] [She] [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

Notary Public
Print Name: _____
My Commission Expires:

BARBRA EDINS
Commission # EE 862465
My Commission Expires
February 17, 2017

S:\JayZ\Clients\Pulte\Riverwood Community\Governing Documents\Declaration\Supplements\1st Supplement - Riverwood by Del Webb (adding Phases 1D, 1E, 2B-Unit 1 and 2C).doc

## Exhibit A

### Legal Description

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 1D, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 66, PAGE 93, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 1E, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 67, PAGE 63, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 2B UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 68, PAGE 60; PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 2C, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 66, PAGE 66, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Public Records of St. Johns County, FL Clerk # 2014023543, O.R. 3872 PG 1270,
04/28/2014 at 04:19 PM REC. $33.00 SUR. $36.50

**PREPARED BY AND RETURN TO:**
Christian F. O'Ryan, Esq.
Pennington, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

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

# SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION

THIS SECOND SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION (this "**Second Supplement**") is made this 14th day of APRIL, 2014, by PULTE HOME CORPORATION, a Michigan corporation (the "**Developer**").

## RECITALS

A. Developer recorded the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION in O.R. Book 2940, Page 44, Public Records of St. Johns County, Florida (the "**Original Declaration**"), as amended by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3307, Page 671, Public Records of St. Johns County, Florida (the "**First Amendment**"), by the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3098, Page 1783, Public Records of St. Johns County, Florida (the "**Second Amendment**"), the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3369, Page 1046, Public Records of St. Johns County, Florida (the "**Third Amendment**"), the Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3567, Page 1114, Public Records of St. Johns County, Florida (the "**Fourth Amendment**"), and the Supplemental Declaration to Declaration of Covenants, Conditions, Restrictions and Easements for Riverwood by Del Webb Community Association, recorded in O.R. Book 3694, Page 655, Public Records of St. Johns County, Florida (the "**First Supplement**"). This Second Supplement, together with the Original Declaration, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the First Supplement shall hereinafter be collectively referred to as the "**Declaration**."

B. The Declaration provides in Article 2, Section 2.2 that the Developer may annex additional land by recording a Supplemental Declaration.

C. Developer desires to annex the real property described in **Exhibit A** attached hereto and made a part hereof (the "**Property**") into the Community.

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

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

2. The Declaration is hereby amended by the addition of the real property described in **Exhibit A**, which real property shall hereafter be part of the Community and subject to each and every term, condition, covenant and restriction of the Declaration as it exists and as it may be amended from time to time.

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

[Signatures on the Following Page]

IN WITNESS WHEREOF, the undersigned being the Developer, has caused this Second Supplement to be executed by its duly authorized officers and affixed its company seal.

WITNESSES:

**"DEVELOPER"**

PULTE HOME CORPORATION, a Michigan corporation

Joshua Kalin

Print Name: JOSHUA KALIN

Jack Traynor

Print Name: Jack Traynor

By: _____

Name: Dan Fitzpatrick

Title: Vice President

Date: APRIL 14th, 2014

(Corporate Seal)

STATE OF FLORIDA )
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 14th day of APRIL, 2014, by Dan Fitzpatrick, as Vice President of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He [is personally known to me] [has produced _____ as identification] and [did] [did not] take an oath.

CORI RAGUSA
MY COMMISSION #FF065293
EXPIRES October 22, 2017
(407) 398-0153 FloridaNotaryService.com

Cori Ragusa

Notary Public

Print Name: Cori Ragusa

My Commission Expires: October 22, 2017

S:\JayZ\Clients\Pulte\Riverwood Community\Governing Documents\Declaration\Supplements\2nd Supplement - Riverwood by Del Webb (adding Phases 2A, 2C, 3A-Unit 1, 3A Unit 2).doc

**Exhibit A**

**Legal Description**

**PHASE 2 – AMENITIES CENTER**

A portion of Section 62 of the Williams Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, also being a portion of those lands described and recorded in Official Records Book 3255, page 459 of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Southeasterly most corner of Tract B9, Riverwood by Del Webb~Phase 1, a plat recorded in Map Book 60, pages 87 through 120 of said Public Records, said point lying on the Westerly right of way line of River Run Boulevard, an 80 foot right of way as presently established, said point also being a point on a curve; thence Southeasterly, along the Southerly line of said Riverwood by Del Webb~Phase 1, the following two (2) courses: Course 1, thence Southeasterly, along said Westerly right of way line and along the arc of said curve concave Northeasterly having a radius of 865.00 feet, through a central angle of 09°03'01", an arc length of 136.63 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 53°31'10" East, 136.49 feet; Course 2, thence South 58°02'40" East, continuing along said Westerly right of way line and its Southeasterly prolongation, 678.50 feet to the point of curvature of a curve concave Southwesterly, having a radius of 960.00 feet; thence Southeasterly, continuing along said Southerly line and its Southeasterly prolongation, and along the arc of said curve, through a central angle of 28°35'38", an arc length of 479.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 43°44'51" East, 474.14 feet; thence South 29°27'02" East, 304.21 feet to the point of curvature of a curve concave Northeasterly, having a radius of 1040.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 06°54'59", an arc length of 125.54 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 32°54'32" East, 125.47 feet; thence South 36°22'02" East, 197.16 feet to the point of curvature of a curve concave Westerly, having a radius of 960.00 feet; thence Southerly, along the arc of said curve, through a central angle of 26°53'57", an arc length of 450.70 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 22°55'03" East, 446.57 feet; thence South 09°28'05" East, 115.58 feet to the point of curvature of a curve concave Northeasterly, having a radius of 540.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 24°41'45", an arc length of 232.75 feet to the point of tangency of said curve, said arc being subtended by a cord bearing and distance of South 21°48'58" East, 230.96 feet; thence South 34°09'50" East, 415.80 feet to the point of curvature of a curve concave Westerly having a radius of 30.00 feet; thence Southerly, along the arc of said curve, through a central angle of 90°00'00", an arc length of 47.12 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 10°50'10"

West, 42.43 feet; thence South 55°50'10" West, 40.63 feet; thence South 34°09'50" East, 80.00 feet to the Point of Beginning.

From said Point of Beginning, thence North 55°50'10" East, 150.63 feet; thence North 50°49'36" East, 83.84 feet to the point of curvature of a curve concave Southeasterly having a radius of 300.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 11°46'44", an arc length of 61.67 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 56°42'57" East, 61.56 feet; thence Easterly, along the arc of a curve concave Southerly having a radius of 520.00 feet, through a central angle of 31°50'13", an arc length of 288.94 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 78°31'26" East, 285.24 feet; thence South 20°45'19" West, 84.92 feet; thence South 00°47'13" West, 114.99 feet; thence South 20°50'16" East, 89.10 feet; thence South 50°12'40" East, 204.25 feet; thence South 39°47'20" West, 15.00 feet; thence South 58°41'34" West, 49.60 feet; thence South 52°00'56" West, 115.07 feet, thence South 02°58'07" East, 50.68 feet; thence South 20°07'28" West, 105.66 feet; thence South 42°37'51" East, 56.99 feet; thence South 31°53'12" East, 40.37 feet; thence South 27°09'27" West, 61.48 feet; thence South 47°19'26" West, 51.12 feet; thence South 24°33'17" West, 44.94 feet; thence South 57°39'42" West, 75.58 feet; thence South 34°40'29" West, 41.96 feet; thence South 34°40'29" West, 158.49 feet; thence North 69°04'16" West, 119.08 feet to the point of curvature of a curve concave Southeasterly having a radius of 170.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 88°52'33", an arc length of 263.70 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 66°29'27" West, 238.05 feet; thence Southwesterly, along the arc of a curve concave Northwesterly having a radius of 95.00 feet, through a central angle of 39°32'54", an arc length of 65.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 41°49'38" West, 64.28 feet; thence South 61°36'05" West, 32.78 feet to a point on a curve concave Northeasterly having a radius of 710.00 feet; thence Northwesterly, along the arc of said curve, through a central angle of 14°05'22", an arc length of 174.59 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 22°58'05" West, 174.15 feet; thence North 15°55'24" West, 196.02 feet to the point of curvature of a curve concave Southeasterly having a radius of 560.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 71°45'34", an arc length of 701.36 feet to the point of tangency of said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of North 19°57'23" East, 656.42 feet.

Containing 15.36 acres, more or less.

TOGETHER WITH

**PHASE 2**

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT MAP BOOK 66, PAGES 10 THROUGH 16, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH

**PHASE 2A**

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 2A, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT MAP BOOK 70, PAGE 81, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

**PHASE 2B UNIT 2**

A portion of Tracts B9 and C15, as depicted on the plat of Riverwood by Del Webb Phase 1, as recorded in Map Book 60, pages 87 through 120 of the Public Records of St. Johns County, Florida, together with a portion of Sections 8 and 9, Section 62 of the William Travers Grant, and Section 63 of the F.P. Sanchez Grant, all lying within Township 5 South, Range 29 East, of said county and being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of the Northerly termination of River Run Boulevard, a private 80 foot right of way as depicted on the plat of Riverwood by Del Webb Phase 2, as recorded in Map Book 66, pages 10 through 16 of said Public Records; thence South 58°02'40" East along the Southwesterly right of way line of said River Run Boulevard, 269.40 feet its intersection with the Northerly line of Riverwood by Del Webb Phase 2B Unit 1, as recorded in Map Book 68, pages 60 through 68 of said Public Records; thence Southeasterly and Southwesterly along the Northerly line of said Riverwood by Del Webb Phase 2B Unit 1, the following 9 courses: Course 1, thence South 53°39'34" West, departing said Southwesterly right of way line, 336.91 feet to a point on a curve concave Westerly having a radius of 445.00 feet; Course 2, thence Southerly along the arc of said curve through a central angle of 22°29'34", an arc length of 174.70 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 16°22'08" East, 173.58 feet; Course 3, thence South 27°36'55" East, 321.86 feet to a point on a curve concave Northwesterly having a radius of 470.00 feet; Course 4, thence Southwesterly along the arc of said curve through a central angle of 01°00'08", and arc length of 8.22 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 61°53'01" West, 8.22 feet; Course 5, thence South 62°23'05" West, 81.78 feet to the point of curvature of a curve concave

Northerly having a radius of 30.00 feet; Course 6, thence Westerly along the arc of said curve through a central angle of 90°00'00", an arc length of 47.12 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North 72°36'55" West, 42.43 feet; Course 7, thence South 62°23'05" West, 60.00 feet; Course 8, thence South 27°36'55" East, 46.45 feet; Course 9, thence South 62°23'05" West, 171.27 feet to a point lying on the boundary line those lands as described and recorded in Official Records Book 2629, page 71 of said Public Records; thence Northerly along said boundary line the following 15 courses: Course 1, thence North 31°13'53" West, 67.09 feet; Course 2, thence North 22°55'26" West, 147.32 feet; Course 3, thence North 25°16'04" West, 128.47 feet; Course 4, thence North 29°35'26" West, 153.91 feet; Course 5, thence North 22°35'36" West, 49.68 feet; Course 6, thence North 62°19'01" East, 27.48 feet; Course 7, thence North 05°19'53" West, 23.92 feet; Course 8, thence North 47°37'40" West, 37.32 feet; Course 9, thence North 22°48'41" East, 65.12 feet; Course 10, thence North 06°07'53" West, 137.89 feet; Course 11, thence North 12°22'50" West, 232.85 feet; Course 12, thence North 16°46'55" West, 133.44 feet; Course 13, thence North 06°46'33" West, 164.02 feet; Course 14, thence North 01°34'33" West, 125.20 feet; Course 15, thence North 01°31'21" West, 153.24 feet; thence North 83°26'44" East, departing said boundary line, 49.48 feet to a point lying on said Southwesterly right of way line of River Run Boulevard, said Southwesterly right of way line being a curve concave Northeasterly having a radius of 865.00 feet; thence Southeasterly along the arc of said curved Southwesterly right of way line, through a central angle of 44°51'17", an arc length of 677.18 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 35°37'02" East, 660.02 feet; thence South 58°02'40" East, continuing along said Southwesterly right of way line, 79.10 feet to the Point of Beginning.

Containing 11.10 acres, more or less;

TOGETHER WITH

**PHASE 2D**

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 2D, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT MAP BOOK 69, PAGES 1 THROUGH 7, INCLUSVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

**PHASE 3A UNIT 1**

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 3A UNIT 1, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT MAP BOOK 69, PAGE 51; PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

**PHASE 3A UNIT 2**

BEING ALL OF THE REAL PROPERTY DESCRIBED IN THE PLAT OF RIVERWOOD BY DEL WEBB PHASE 3A UNIT 2, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT MAP BOOK 70, PAGE 59, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA;

TOGETHER WITH

**PHASE 3A UNIT 3**

A portion of Section 62 of the William Travers Grant, Township 5 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of Riverwood by Del Webb Phase 3A Unit 2, as recorded in Map Book 70, pages 59 through 64 of the Public Records of said county; thence Northeasterly along the Southerly line of said Riverwood by Del Webb Phase 3A Unit 2 the following 7 courses: Course 1, thence North 61°41'47" East, 281.99 feet; Course 2, thence North 46°49'02" East, 25.00 feet; Course 3, thence North 47°57'23" East, 155.22 feet; Course 4, thence North 32°51'09" East, 61.41 feet; Course 5, thence North 42°51'22" East 152.65 feet; Course 6, thence South 72°44'24" East, 87.25 feet; Course 7, thence North 54°32'20" East, 636.14 feet to the Southeasterly corner of said Riverwood by Del Webb Phase 3A Unit 2, said corner lying on Westerly line of a Conservation Easement described and recorded in Official Records Book 2629, page 710 of said Public Records; thence Southerly along said Westerly line the following 3 courses: Course 1, thence South 13°55'58" East, departing said Southerly line, 980.21 feet; Course 2, thence South 22°27'02" West, 88.49 feet; Course 3, thence South 00°24'46" West, 417.49 feet; thence South 61°49'55" West, departing said Westerly line, 1114.81 feet; thence North 27°03'09" West, 740.56 feet; thence Due North, 555.94 feet to the Point of Beginning.

Containing 39.79 acres, more or less; and

.

TOGETHER WITH

**TRACT F1**

BEING ALL OF "TRACT F1," RIVERWOOD BY DEL WEBB PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT MAP BOOK 60, PAGES 87 THROUGH 120, INCLUSIVE, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Instr #2016038947 BK: 4210 PG: 464, Filed & Recorded: 6/21/2016 11:13 AM #Pgs:20
Hunter S. Conrad,Clerk of the Circuit Court St. Johns County FL Recording $171.50 Doc M: $645.75 Int. Tax $368.90

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Detroit, MI 48226-1906

This document was prepared by:
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61781109 -351327 [Space Above This Line For Recording Data] 3357047144

# MORTGAGE

MIN 100039033570471445

## DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

**(A) "Security Instrument"** means this document, which is dated June 15, 2016, together with all Riders to this document.
**(B) "Borrower"** is Charles J. Immordino, a married man and Suzanne M. Immordino, his wife

Borrower is the mortgagor under this Security Instrument.
**(C) "MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
**(D) "Lender"** is Quicken Loans Inc.

Lender is a Corporation
organized and existing under the laws of the State of Michigan .
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

**(E) "Note"** means the promissory note signed by Borrower and dated June 15, 2016 .
The Note states that Borrower owes Lender One Hundred Eighty Four Thousand Four Hundred Fifty and 00/100 Dollars
(U.S. $ 184,450.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2046 .
**(F) "Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
**(G) "Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
**(H) "Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| | | |
|---|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☒ Planned Unit Development Rider | ☐ 1-4 Family Rider |
| ☐ VA Rider | ☐ Biweekly Payment Rider | ☒ Other(s) [specify] Legal Attached |

**(I) "Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
**(J) "Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
**(K) "Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
**(L) "Escrow Items"** means those items that are described in Section 3.
**(M) "Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
**(N) "Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.
**(O) "Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

**(P) "RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

**(Q) "Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Saint Johns [Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

Parcel ID Number: 028332-0420 which currently has the address of
279 Casa Sevilla Ave [Street]
Saint Augustine [City], Florida 32092-4722 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



q03357047144 0233 490 0316

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.**

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

06/15/2016 (Seal)
Charles J. Immordino -Borrower

279 Casa Sevilla Ave Saint Augustine, FL 32092-4722
(Address)

06/15/2016 (Seal)
Suzanne M. Immordino -Borrower

(Address)

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Address)

(Address)

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Address)

(Address)

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

(Address)

(Address)



**STATE OF FLORIDA,** Saint Johns **County ss:**

The foregoing instrument was acknowledged before me this June 15, 2016 by Charles J. Immordino, a married man and Suzanne M. Immordino, his wife

who is personally known to me or who has produced Florida Drivers License as identification.

Monica Faye Brown

Notary Public Monica Faye Brown

MONICA FAYE BROWN
Notary Public - State of Florida
Commission # FF 206835
My Comm. Expires Mar 20, 2019
Bonded through National Notary Assn.

Loan origination organization Quicken Loans Inc.
NMLS ID 3030
Loan originator Joseph M Battistelli
NMLS ID 1168746



q03357047144 0233 490 1616

MERS MIN: 100039033570471445 3357047144

# PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15th day of June, 2016, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

Quicken Loans Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

279 Casa Sevilla Ave
Saint Augustine, FL 32092-4722
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

CC & R's as amended from time to time

(the "Declaration"). The Property is a part of a planned unit development known as

SEVILLA

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

06/15/2016 (Seal)
Charles J. Immordino -Borrower

06/15/2016 (Seal)
Suzanne M. Immordino -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

q03357047144 0265 491 0303

# EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 028332-0420

Land Situated in the County of Saint Johns in the State of FL

LOT 42, SEVILLA AT WORLD COMMERCE PHASE ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 46-54, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

Commonly known as: 279 Casa Sevilla Ave , Saint Augustine, FL 32092-4722

Instr #2016020731 BK: 4172 PG: 1906, Filed & Recorded: 4/5/2016 3:22 PM #Pgs:3
Hunter S. Conrad,Clerk of the Circuit Court St. Johns County FL Recording $27.00

This Instrument Prepared by
and After Recording Return to:
James G. Kattelmann, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802-2809
407-843-4600

# SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, ADDING RIVERWOOD BY DEL WEBB PHASE 3C UNIT 1

**THIS SUPPLEMENTAL DECLARATION** (the "Supplemental Declaration") is entered into as of the 4 day of April, 2016, PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in the State of Florida ("Developer").

**W I T N E S S E T H:**

WHEREAS, Developer is the fee simple owner of all of RIVERWOOD BY DEL WEBB PHASE 3C, UNIT 1, according to the Plat thereof as recorded in Map Book 78, Page 80, Public Records of St. Johns County, Florida (such property being the "Phase 3C Unit 1 Property" and such plat being the "Phase 3C Unit 1 Plat"); and

WHEREAS, the Developer executed that certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, recorded in Official Records Book 2940, Page 44 of the Public Records of St. Johns County, Florida, as may be amended or supplemented from time to time (collectively the "Declaration"), covering certain property located in St. Johns County, Florida, and constitutes the "Developer" as defined in the Declaration; and

WHEREAS, unless otherwise defined herein capitalized terms used in this Supplemental Declaration shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, pursuant to Section 2.2 of the Declaration, the Developer, in its capacity as Developer under the Declaration, without the requirement of consent from any other party (including, but not limited to, the Owners, the Community Association or any Mortgagee of the Property, but excluding any Mortgagee of such Future Development Property), may cause Future Development Property to be made a part of the Property and to be brought within the provisions and applicability of the Declaration by the recording of a Supplemental Declaration to the Declaration in the Public Records of the County; and

WHEREAS, the Phase 3C Unit 1 Property constitutes Future Development Property and is eligible to be brought within the provisions of the Declaration by Developer; and

WHEREAS, there is no Mortgagee with a mortgage lien on the Phase 3C Unit 1 Property; and

WHEREAS, Developer, as evidenced by its execution hereof, wishes and does hereby submit the Phase 3C Unit 1 Property as part of the Property and brought within the provisions and applicability of the Declaration.

NOW, THEREFORE, the Developer, hereby declares that:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Ratification of Declaration. The Developer hereby ratifies and affirms the provisions and applicability of the Declaration.

3. Annexation of Phase 3C Unit 1 Property. Pursuant to Section 2.2 of the Declaration, the Phase 3C Unit 1 Property is hereby annexed into and made a part of the Property and subjected to the covenants, conditions and restrictions of the Declaration. The Phase 3C Unit 1 Property shall be held, transferred, sold, conveyed and occupied subject to the Declaration, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (including the Phase 3C Unit 1 Property) and which shall run with the Property (including the Phase 3C Unit 1 Property). This Supplemental Declaration shall be binding on and shall inure to the benefit of all parties having any right, title or interest in the Property (including the Phase 3C Unit 1 Property) or any part thereof, their heirs, administrators, successors and assigns.

4. Common Property. Common Property, as defined in Section 1.1 of the Declaration shall include the following property:

> That certain real property described in the plat of RIVERWOOD BY DEL WEBB PHASE 3C UNIT 1, according to the Plat thereof as recorded in Map Book 78, Page 80, Public Records of St. Johns County, Florida, LESS AND EXCEPT all platted lots and any portion of the Phase 3C Unit 1 Property which may be conveyed to a community development district, including, without limitation, the Tolomato Community Development District.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

Nikki Mcwilliams

Print Name: Nikki Mcwilliams

Angel Alfonso

Print Name: Angel Alfonso

**PULTE HOME CORPORATION**, a Michigan corporation

By: Kenneth Smith

Name: Kenny Smith

Title: VP of Construction

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of April, 2016, by Kenneth Smith, as VP of construction of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print Name: Kassandra Engelsher

KASSANDRA ENGELSHER
Notary Public - State of Florida
My Comm. Expires Jan 25, 2017
Commission # EE 862724

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Instr #2016053332 BK: 4241 PG: 98, Filed & Recorded: 8/17/2016 1:55 PM #Pgs:3
Hunter S. Conrad,Clerk of the Circuit Court St. Johns County FL Recording $27.00

This Instrument Prepared by
and After Recording Return to:
James G. Kattelmann, Esquire
Lowndes, Drosdick, Doster,
Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802-2809
407-843-4600

# SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, ADDING RIVERWOOD BY DEL WEBB PHASE 3D UNIT 1

**THIS SUPPLEMENTAL DECLARATION** (the "Supplemental Declaration") is entered into as of the 15th day of August, 2016, PULTE HOME CORPORATION, a Michigan corporation authorized to transact business in the State of Florida ("Developer").

**W I T N E S S E T H:**

WHEREAS, Developer is the fee simple owner of all of RIVERWOOD BY DEL WEBB PHASE 3D, UNIT 1, according to the Plat thereof as recorded in Map Book 81, Page 1, Public Records of St. Johns County, Florida (such property being the "Phase 3D Unit 1 Property" and such plat being the "Phase 3D Unit 1 Plat"); and

WHEREAS, the Developer executed that certain DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVERWOOD BY DEL WEBB COMMUNITY ASSOCIATION, recorded in Official Records Book 2940, Page 44 of the Public Records of St. Johns County, Florida, as may be amended or supplemented from time to time (collectively the "Declaration"), covering certain property located in St. Johns County, Florida, and constitutes the "Developer" as defined in the Declaration; and

WHEREAS, unless otherwise defined herein capitalized terms used in this Supplemental Declaration shall have the meanings and definitions set forth in the Declaration; and

WHEREAS, pursuant to Section 2.2 of the Declaration, the Developer, in its capacity as Developer under the Declaration, without the requirement of consent from any other party (including, but not limited to, the Owners, the Community Association or any Mortgagee of the Property, but excluding any Mortgagee of such Future Development Property), may cause Future Development Property to be made a part of the Property and to be brought within the provisions and applicability of the Declaration by the recording of a Supplemental Declaration to the Declaration in the Public Records of the County; and

WHEREAS, the Phase 3D Unit 1 Property constitutes Future Development Property and is eligible to be brought within the provisions of the Declaration by Developer; and

WHEREAS, there is no Mortgagee with a mortgage lien on the Phase 3D Unit 1 Property; and

WHEREAS, Developer, as evidenced by its execution hereof, wishes and does hereby submit the Phase 3D Unit 1 Property as part of the Property and brought within the provisions and applicability of the Declaration.

NOW, THEREFORE, the Developer, hereby declares that:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Ratification of Declaration. The Developer hereby ratifies and affirms the provisions and applicability of the Declaration.

3. Annexation of Phase 3D Unit 1 Property. Pursuant to Section 2.2 of the Declaration, the Phase 3D Unit 1 Property is hereby annexed into and made a part of the Property and subjected to the covenants, conditions and restrictions of the Declaration. The Phase 3D Unit 1 Property shall be held, transferred, sold, conveyed and occupied subject to the Declaration, which is for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property (including the Phase 3D Unit 1 Property) and which shall run with the Property (including the Phase 3D Unit 1 Property). This Supplemental Declaration shall be binding on and shall inure to the benefit of all parties having any right, title or interest in the Property (including the Phase 3D Unit 1 Property) or any part thereof, their heirs, administrators, successors and assigns.

4. Common Property. Common Property, as defined in Section 1.1 of the Declaration shall include the following property:

> That certain real property described in the plat of RIVERWOOD BY DEL WEBB PHASE 3D UNIT 1, according to the Plat thereof as recorded in Map Book 81, Page 1, Public Records of St. Johns County, Florida, LESS AND EXCEPT all platted lots and any portion of the Phase 3D Unit 1 Property which may be conveyed to a community development district, including, without limitation, the Tolomato Community Development District.

*[Signatures follow on next page.]*

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

Print Name: Aubrey D. Crosby

Print Name: Judy Agliata

**PULTE HOME CORPORATION**, a
Michigan corporation

By: _____

Name: JUSTIN Dudley

Title: Director of LAND Development

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of August, 2016, by JUSTIN DUDLEY as Director of LAND Development of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public; State of Florida
Print Name Stacy Perez

NOTARY PUBLIC STATE OF FLORIDA
STACY PEREZ
MY COMMISSION # FF147344
EXPIRES: August 03, 2018

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