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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. JOHNS FOREST

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Prepared by and return to:
Marc I. Spencer, Esquire
Taylor Woodrow Communities at St. Johns Forest, LLC
8430 Enterprise Circle, Suite 100
Bradenton, FL 34202

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ST. JOHNS FOREST

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS is made this ____day of _____, 2004, by **TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C.**, a Florida limited liability company (hereinafter referred to as "**Declarant**"), and is joined in by **ST. JOHNS FOREST MASTER PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter referred to as the "**Association**") and **ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Florida Statutes (hereinafter referred to as the "**CDD**").

STATEMENT OF BACKGROUND INFORMATION

A. Terms capitalized in this Declaration are defined in ARTICLE 3 hereof.

B. Declarant is the master developer of the Property.

C. The Property and the adjacent Commercial Parcel will be developed as a master planned community to be known as **"St. Johns Forest."**

D. Declarant has formed the Association to fulfill the Association's obligations as set forth in this Declaration.

E. This Declaration and the Association will govern the Property.

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STATEMENT OF DECLARATION

Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements and provisions.

ARTICLE 1. GENERAL PLAN OF DEVELOPMENT

The Property, including, without limitation, development tracts, recreation tracts, open space and other tracts, shall be developed subject to all applicable governmental approvals, including, but not limited to, those of St. Johns County, Florida, the St. Johns River Water Management District and the U.S. Army Corps of Engineers, and all applicable codes, permits, approvals and the Conditions. The Property will be developed as a project consisting of single-family residences and associated amenities. The Property, together with the adjacent Commercial Parcel, has been designated the St. Johns Forest Planned Unit Development, however, the Commercial Parcel is not subject to this Declaration. The Property will be developed in phases.

It is the intention that the Property will be subject to this Declaration. Portions of the Property also may (but are not required to) be subject to Neighborhood Supplements or

Neighborhood Documents as well as this Declaration. The Association is responsible for the administration of this Declaration.

ARTICLE 2. INTENT OF DECLARATION

Declarant desires to provide for the preservation and enhancement of the value, desirability and attractiveness of the Property and, therefore, Declarant intends, by this Declaration, to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements under a general plan of improvement for the benefit of all Owners within the Property. Declarant desires to provide flexible and reasonable procedures for the overall development of the Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property, and maintenance of property dedicated to, owned by, or which is the maintenance responsibility of, the Association.

ARTICLE 3. DEFINITIONS

Section 3.1. **Areas of Common Responsibility**. **"Area of Common Responsibility"** or **"Areas of Common Responsibility"** shall mean and refer to the Common Area, together with those areas, if any, which, by the terms of this Declaration, Neighborhood Supplement or by contract or agreement with any Neighborhood Association, the CDD, the owners or tenants of the Commercial Parcel, or a governmental agency, become the responsibility of the Association.

Section 3.2. **Articles of Incorporation**. **"Articles of Incorporation"** or **"Articles"** shall mean and refer to the Articles of Incorporation of St. Johns Forest Master Property Owners Association, Inc., as filed with the Secretary of State for the State of Florida, as may be amended from time to time. The Articles of Incorporation are attached to this Declaration as **Exhibit "B."** Amendments to the Articles of Incorporation shall be recorded in the Public Records.

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Section 3.3. **Assessments**. **"Assessment"** or **"Assessments"** shall mean and refer to those charges, fees and/or obligations set forth in ARTICLE 13 hereof, including, without limitation, Common Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments.

Section 3.4. **Association**. **"Association"** shall mean and refer to St. Johns Forest Master Property Owners Association, Inc., a Florida not-for-profit corporation, its successors or assigns, whose purpose is to administer the Properties in accordance with the provisions of this Declaration.

Section 3.5. **Benefit Assessment**. **"Benefit Assessment"** shall mean and refer to Assessments levied against Owners and their Lots benefiting from a special service or amenity for the cost incurred for providing such service or amenity (or for sanctions levied in accordance with this Declaration) which may include, without limitation, remedial maintenance, repair or replacement and insurance.

Section 3.6. **Board of Directors**. **"Board of Directors"** or **"Board"** shall mean and refer to the elected or appointed body of the Association having its normal meaning under Florida corporate law.

Section 3.7. **Bylaws**. "**Bylaws**" shall mean and refer to the Bylaws of St. Johns Forest Master Property Owners Association, Inc. as may be amended from time to time. The Bylaws are attached to this Declaration as **Exhibit "C."** Amendments to the Bylaws shall be recorded in the Public Records.

Section 3.8. **Commercial Parcel**. "Commercial Parcel" shall mean that certain adjacent parcel of land, consisting of approximately eight (8) acres, located to the North of County Road 210 and East of St. Johns Forest Boulevard, which, together with the Property, comprise the PUD.

Section 3.9. **Common Area or Areas/Common Property or Properties**. "**Common Area**" or "**Common Areas**" or "**Common Property**" or "**Common** Properties" shall be an inclusive term referring to all real property dedicated to, owned by, or held by the Association, or intended by Declarant to be devoted to the common use or enjoyment of the Members, or for preservation within the Properties, in accordance with this Declaration. The terms "**Common Property**" or "**Common Properties**" may include personal property acquired by the Association if reasonable under the circumstances. Any land or personal property leased to the Association shall lose its character as Common Property upon the expiration of such lease. The Common Property may include, without limitation, streets, entry features, guardhouse(s), landscaping, perimeter fencing, signage, buffer areas, conservation areas, and recreational facilities such as tennis, swim and social facilities, and the Clubhouse (hereinafter defined) constructed or to be constructed by Declarant. Notwithstanding anything in this Section 3.9 appearing to the contrary, property dedicated or conveyed to the CDD or any other governmental body or agency shall not be included in or deemed to be Common Area.

Section 3.10. **Common Assessment**. "**Common Assessment**" shall mean and refer to Assessments levied against all Members to fund Common Expenses.

Section 3.11. **Common Expenses**. "**Common Expenses**" shall mean and include the actual and estimated expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association which are attributable to the Area of Common Responsibility, including any reasonable reserves if a reserve account is established, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation of the Association, unless the same is the responsibility of the CDD. Expenses incurred for the maintenance, operation, repair or replacement of Exclusive Common Area shall not be deemed a Common Expense.

Section 3.12. **CDD**. "**CDD**" shall mean and refer to the St. Johns Forest Community Development District, which is a special purpose unit of local government created under Chapter 190, Florida Statutes, and which may acquire, fund, construct, operate and maintain certain infrastructure and community services within or outside the Properties.

Section 3.13. **Community-Wide Standards**. "**Community-Wide Standards**" shall mean the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties, as the same may exist from time to time. Such standards may be more specifically determined by the Board of Directors and by Declarant so long as Declarant owns one (1) or more Lots within the Properties. Community-Wide Standards shall be part of the Rules and Regulations.

Section 3.14. **Conditions**. The "**Conditions**" shall mean and refer to the Ordinance issued by St. Johns County, Florida on August 17, 2001, PUD-2001-06, as the same may have

been or may be amended from time to time, together with all government permits and approvals issued for the development and subdivision of the Property, as the same may be amended from time to time.

Section 3.15. **Declarant**. "**Declarant**" shall mean and refer to Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, or its successors; or a successor-in-title to any portion of the Property hereof pursuant to an instrument which is duly recorded in the Public Records and which conveys and assigns to the grantee thereof all or any portion of the rights of Declarant hereunder. Such conveyance and assignment may be partial, in which event Declarant's rights so conveyed shall be limited as provided in the instrument, or the same may be a complete conveyance and assignment, in which latter event shall vest such successor with all of the rights of Declarant hereunder, at which time Taylor Woodrow Communities at St. Johns Forest, L.L.C. will be released of all liability hereunder.

Section 3.16. **Declaration**. "**Declaration**" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements for St. Johns Forest as the same may be amended or supplemented from time to time.

Section 3.17. **Design Review Committee**. "**Design Review Committee**" or "**DRC**" shall mean and refer to the committee established in ARTICLE 14 hereof.

Section 3.18. **Exclusive Common Area**. "**Exclusive Common Area**" shall mean a portion of the Common Property which is designated by Plat, Neighborhood Supplement or instrument of conveyance as Exclusive Common Area for the primary or sole benefit of Owners within a particular Neighborhood(s).

Section 3.19. **First Mortgagee**. "**First Mortgagee**" shall mean and refer to any Institutional Lender who holds a first mortgage on a Lot and who has notified the Association in writing of its holdings.

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Section 3.20. **Institutional Lender**. "**Institutional Lender**" shall mean and refer to Declarant, a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

Section 3.21. **Lot**. "**Lot**" shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single-family lots, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided. The term "**Lot**" shall include all portions of the lot owned, as well as any structure or other improvements thereon. Any two (2) or more Lots which are under common ownership and on which a single residence has been constructed shall nevertheless be considered to be two (2) or more separate Lots for purposes of voting, assessment and all other matters hereunder. The term "**unimproved Lot**" shall mean a Lot upon which a foundation slab has not been poured.

In the case of a parcel of vacant land or land upon which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Plat, or if no Plat has been filed, the current Site Plan approved by Declarant, until such time as a Plat is recorded in the Public Records.

Section 3.22. **Member**. "**Member**" shall mean and refer to a Person entitled to membership in the Association, as provided herein and in the Bylaws.

Section 3.23. **Merchant Builder**. "**Merchant Builder**" shall mean and refer to all builders who purchase Lots or parcels of vacant land to construct buildings and who are participants in any organized builder program that may be implemented by Declarant.

Section 3.24. **Neighborhood**. "**Neighborhood**" shall mean and refer to each portion of the Property, in which Owners may have common interests other than those common to all Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. Where the context permits or requires, the term "**Neighborhood**" shall also refer to any Neighborhood Association having jurisdiction over the property within the Neighborhood. Neighborhoods may be designated by Plat, Neighborhood Supplement or Neighborhood Documents. It shall not be necessary for any portion of the Properties to be designated as a Neighborhood or governed by a Neighborhood Association, except as required by law.

Section 3.25. **Neighborhood Assessment**. "**Neighborhood Assessment**" shall mean and refer to Assessments levied against Lots in a particular Neighborhood benefiting from a service, amenity or improvement provided by the Association, the purpose of which is to fund all costs incurred by the Association in connection with the operation, maintenance and replacement therefor.

Section 3.26. **Neighborhood Association** "**Neighborhood Association**" shall mean or refer to any homeowners association that may be formed within a particular Neighborhood to govern the business affairs and any property within that Neighborhood.

Section 3.27. **Neighborhood Committee**. "**Neighborhood Committee**" shall mean and refer to a committee of three (3) individuals who are owners of a Lot within a Neighborhood who shall advise the Board of Directors on matters concerning Neighborhood Assessments. Neighborhood Committees are required to be formed only if Neighborhood Assessments are imposed by the Association, and in such event, shall be established as provided in the bylaws for said Neighborhood Association.

Section 3.28. **Neighborhood Documents**. "**Neighborhood Documents**" shall mean the declaration of covenants, conditions and restrictions and the articles of incorporation and bylaws of a Neighborhood Association and any other documents governing a Neighborhood, all changes to such documents or agreements, and any and all budgets of such Neighborhood Association as adopted from time to time.

Section 3.29. **Neighborhood Supplement**. "**Neighborhood Supplement**" shall mean and refer to a Supplement to this Declaration designating a Neighborhood, establishing Neighborhood Assessments and adding or deleting covenants, conditions, restrictions and easements for a Neighborhood.

Section 3.30. **Owner**. "**Owner**" shall mean and refer to the record titleholder, whether one (1) or more persons or entities, of the fee simple title to any Lot situated within or upon the Properties. Owners shall not include any mortgagee, unless and until such mortgagee has acquired title to a Lot pursuant to an action for foreclosure or any proceeding in lieu of foreclosure. If a Lot is sold under a recorded contract for deed and the contract specifically so provides, then, for as long as such contract remains in effect, the purchaser (rather than the fee

owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association and will be considered the Owner responsible for all obligations relative to such Lot, provided, if such contract terminates, the fee owner shall be liable for all accrued and future obligations relating to such Lot. If a Lot is subject to a written lease with a term in excess of one (1) year and the lease specifically so provides, then upon filing a copy of the lease with the Board of Directors, the lessee (rather than the fee owner) will be considered the Owner for the purpose of exercising all privileges of membership in the Association, but the fee owner shall jointly and severally remain responsible for all obligations relative to such Lot.

Section 3.31. **Person**. "**Person**" means a natural person, a corporation, a partnership, a trustee or any other legal entity.

Section 3.32. **Plat**. "**Plat**" or "**Plats**" shall mean any plat or plats recorded in the Public Records affecting any or all of the Property.

Section 3.33. **Property**. "**Property**" or "**Properties**" shall mean the real property legally described in **Exhibit "A"** attached hereto and incorporated herein, together with any additional properties hereinafter subjected to the Declaration from time to time, as the same may be amended or supplemented from time to time.

Section 3.34. **Public Records**. "**Public Records**" shall mean and refer to the Public Records of St. Johns County, Florida.

Section 3.35. **PUD**. **"PUD"** shall mean and refer to the Property, together with the Commercial Parcel.

Section 3.36. **Rules and Regulations**. "**Rules and Regulations**" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.

Section 3.37. **Site Plan**. "**Site Plan**" shall mean and refer to the graphic plans developed by Declarant from time to time for development of the properties subject to this Declaration, or anticipated by Declarant to be subject to this Declaration in the future, including subdivision into lots and the number thereof. Information contained on a Site Plan shall not bind Declarant to develop any portion of the Properties in any particular manner, fashion, with any particular number of Lots, or dedicate or convey any portion of the Property to the Association or other persons. Declarant may, in its sole discretion, from time to time amend the Site Plan. Any such amendment may increase or reduce the number of Lots, modify the configuration of the Property, alter density of the Property, or change Common Areas anticipated to be developed within the Property. The Site Plan shall not conflict with recorded Plats of the Property, and in the event of a conflict, the Plat shall control the Site Plan.

Section 3.38. **Special Assessment**. "**Special Assessment**" shall mean and refer to Assessments levied in accordance with Section 13.5 of this Declaration.

Section 3.39. **St. Johns Forest**. "**St. Johns Forest**" shall mean the Property, together with the Commercial Property.

Section 3.40. **Supplemental Declaration / Supplement**. "**Supplemental Declaration**" or "**Supplement**" shall mean an amendment or supplement to this Declaration executed by, or consented to by, Declarant or its successors-in-interest which subjects additional property to

this Declaration and/or imposes additional restrictions and obligations, or removes restrictions and obligations on all or a part of the land described therein or herein.

Section 3.41. **Surface Water Management System**. **"Surface Water Management System"** shall mean the portion of the Properties, including improvements thereon, which are designed and 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 otherwise affect the quantity and quality of discharges from such system as permitted pursuant to applicable law, including, but not limited to, all lakes, retention areas, culverts and related appurtenances and facilities.

Section 3.42. **Turnover**. **"Turnover"** shall mean that date following conversion of Class "B" votes to Class "A" votes upon which Declarant transfers majority control of the Board as provided in the Bylaws.

ARTICLE 4. PROPERTY RIGHTS AND PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 4.1. **Initial Property**. The real property that shall initially be held, transferred, sold, conveyed and occupied subject to this Declaration is the real property described on **Exhibit "A"** attached hereto. It is currently anticipated that additional real property subject to the Conditions will be subjected to this Declaration in the future by Supplement. Declarant reserves the unilateral right to expand the real property subject to this Declaration and to remove real property from the Declaration pursuant to the provisions of ARTICLE 11 of this Declaration.

Section 4.2. **Enjoyment of Common Areas**. Every Owner of a Lot shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, subject to this Declaration as it may be amended from time to time, the Rules and Regulations, fees and charges imposed for use of recreational facilities, if any, which comprise part of the Common Area, and further subject to any restrictions or limitations imposed by law or in a recorded instrument or affecting any deed conveying such property to the Association. Certain portions of the Common Areas may be subject to recorded conservation easements, other easements or use restrictions. Any Owner of a Lot shall be deemed to permit his or her right of enjoyment to be used by members of his or her family, guests, lessees and social invitees, as applicable, subject to this Declaration and reasonable regulation by the Board and in accordance with Rules and Regulations adopted from time to time. An Owner who leases his or her Lot shall, during the term of the lease, be deemed to have assigned all such use rights to the lessee of the Lot, provided Owner retains the right for ingress and egress to his or her Lot.

Section 4.3 **Assumption of Risk and Indemnification**. Each Owner hereby expressly assumes all risk and responsibility for noise, personal injury or property damage caused by maintenance, operation or use of Areas of Common Responsibility, including, without limitation: (a) noise from maintenance equipment, it being specifically understood that such maintenance may take place around sunrise or sunset, (b) noise or injury caused by use of the Common Property or Areas of Common Responsibility, (c) use of pesticides, herbicides and fertilizers, (d) view restrictions caused by planting and maturation of trees, shrubbery and berms (whether planted or installed prior to the Owner's occupancy of a Lot or subsequently planted or installed), (e) reduction in privacy caused by constant traffic on roadways within or adjacent to the Property or the removal or pruning of shrubbery or trees on the Areas of Common

Responsibility, (f) power lines and other utilities running through or adjacent to the Property and (g) design or modification of the Common Property, and agrees that neither Declarant, the Association nor any of Declarant's affiliates or agents nor any other entity owning or managing the Common Property shall be liable to Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the Common Property, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, the Association or any other entity owning or managing the Common Property. Each Owner, by accepting title to a Lot, hereby agrees to the maximum extent permitted by law, to indemnify and hold harmless Declarant, Association and any other entity owning or managing the Common Property against any and all claims by such Owner's family, visitors, tenants and other invitees upon such Owner's Lot. Without limiting the foregoing, all Persons using the Common Areas, including, without limitation, any social and recreational facilities, do so at their own risk.

BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, ALLIGATORS, DEER AND SNAKES. DECLARANT, ASSOCIATION, MERCHANT BUILDERS AND NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE.

The Association agrees to indemnify and hold harmless Declarant, its officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or in any way related to use of the Common Areas, by Owners and their guests, family members, invitees or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Declarant or of any of the Indemnified Parties. The Association's indemnification obligations shall expressly include all costs fees, and expenses incurred by the Indemnified Parties in the defense of such suit, including legal fees incident to appeal.

ARTICLE 5. MEMBERSHIP AND VOTING RIGHTS

Section 5.1. **Membership**. Every Owner of a Lot shall be deemed to have either a Class "A" or Class "B" membership in the Association, as provided in Section 5.2 below, and shall have such rights and/or obligations relative to the Association as are specifically set forth herein.

No Owner of a Lot, whether one (1) or more Persons, shall have more than one (1) membership per Lot. In the event the Owner of a Lot is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. In the event a Member is a corporation, partnership, trust or other entity or joint form of ownership, voting rights may be exercised by the individuals listed on a certificate filed with the Secretary of the Association or other evidence of authority acceptable to the Association, and rights to use the Common Areas shall be by the occupant of the Lot; a transfer may be subject to notification and compliance with all applicable Rules and Regulations which may include a transfer fee charged by the Association for use of the recreational facilities.

Membership shall be appurtenant to, and may not be separated from, ownership of Lots, except as otherwise provided herein. Change of membership in the Association shall be established by recording in the Public Records a deed or other instrument conveying record fee title to the Lot. The Owner designated by such instrument shall, by said Owner's acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated.

Section 5.2. **Voting**. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

Section 5.2.1. **Class "A."** Class "A" Members shall be all Owners of Lots with the exception of the Class "B" Member. Merchant Builders shall be Class "A" Members for each Lot owned by the Merchant Builder, provided the Merchant Builder shall have no right to vote on Association matters, such voting rights being retained by Declarant as described in Section 5.2.2 below until the conveyance of the Lot by a Merchant Builder to a retail purchaser of the Lot. Class "A" Members shall be entitled to one (1) equal vote for each Lot in which they hold the interest required for membership.

Section 5.2.2. **Class "B."** The Class "B" Member shall be Declarant or its assigns or successors-in-interest. The Class "B" Member shall have five (5) votes for each Lot owned by Declarant or a Merchant Builder. The Class "B" Member shall be entitled to appoint or elect all of the members of the Board of Directors until Turnover, as specified in the Bylaws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the Turnover.

Upon and after the Turnover, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Lot in which the interest required for membership under Section 5.1 hereof is held. At such time, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the membership of the termination of Class "B" status (hereafter called "**Turnover Meeting**").

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Section 5.3. **Members**. Voting on Association matters requiring a vote of the Members will be cast by the Members in accordance with this Declaration and the Bylaws.

Section 5.4. **Administration of the Association**. The affairs of the Association shall be administered by the Board of Directors in accordance with this Declaration, the Articles of Incorporation and the Bylaws. The Board of Directors shall not be required to obtain a vote of the membership on any matter, except as required by this Declaration, the Articles of Incorporation, Bylaws or applicable law. The Articles of Incorporation and the Bylaws may be amended in the manner set forth herein, so long as such amendment shall not conflict with the terms of this Declaration, and such amendments shall not adversely affect the rights of Declarant or a Merchant Builder, without the prior written approval of Declarant. Any attempt to amend this provision or any provision to the contrary shall be of no force or effect.

Section 5.5. **Control by Declarant**. As provided in the Articles of Incorporation and the Bylaws, the Board of Directors shall initially consist of the individuals named in the Articles of Incorporation, all appointed by Declarant. In accordance with the Bylaws and current Florida law applicable to homeowners associations, control of the Board of Directors shall be retained by Declarant until the conveyance of ninety percent (90%) of the Lots by Declarant to Owners other than Merchant Builders.

Section 5.6. **Interpretation**. The provisions of this Declaration, as well as those of the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association shall be interpreted by the Board of Directors. Any such interpretation of the Board which is rendered in good faith shall be final, binding and conclusive, if the Board receives a written opinion of legal counsel to the Association or the counsel having drafted this Declaration or other applicable document that the interpretation is not unreasonable, which opinion may be rendered before or after the interpretation is adopted by the Board. Notwithstanding any rule of law to the contrary, the provisions of this Declaration and the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association shall be liberally construed so as to effectuate the purposes herein expressed; provided, no such interpretation made by the Board after the Turnover Date shall adversely affect Declarant or a Merchant Builder or their ability to develop, improve and market their property in the same manner as their property was developed, improved and marketed prior to the Turnover Date.

Section 5.7. **Declarant's Rights in the Association**. Prior to and after the Turnover and until conveyance of the last Lot to be contained within the Property by Declarant and Merchant Builders to retail purchasers, whether Declarant exercises the right to appoint or elect any or all of the members of the Board or not, the Board shall have no authority to, and shall not, without the written consent of Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

Section 5.7.1. prohibit, restrict or interfere with, in any manner the development, sales and marketing program of Declarant or any Merchant Builder or the leasing activities of Declarant or any Merchant Builder;

Section 5.7.2. decrease the level of maintenance services of the Association performed by the Board of Directors existing immediately prior to Turnover (or Declarant's earlier relinquishment of the right to appoint the Board of Directors);

Section 5.7.3. make any Special or Benefit Assessment against, or impose any fine upon, Declarant or any portions of the Property owned by Declarant;

Section 5.7.4. change the membership of the DRC or diminish its powers as stated herein;

Section 5.7.5. alter or amend the Declaration, the Articles of Incorporation or Bylaws of the Association;

Section 5.7.6. terminate or waive any rights of the Association under this Declaration;

Section 5.7.7. convey, lease, mortgage, alienate or pledge any easements or Common Area of the Association, except for sale of personal property such as furniture, fixtures and equipment or replacement of such items consumed or worn out;

Section 5.7.8. accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association;

Section 5.7.9. terminate or cancel any easements granted hereunder or by the Association;

Section 5.7.10. terminate or impair in any fashion any easements, powers or rights of Declarant hereunder;

Section 5.7.11. restrict Declarant's rights to use, access and enjoy any of the Properties, or

Section 5.7.12. cause the Association to default on any of its obligations under any contract or this Declaration.

In any such matter, Declarant's consent shall be exercised by the person designated to so act by Declarant.

ARTICLE 6. MAINTENANCE

Section 6.1. **Preamble**. The responsibility for the maintenance of the Properties is divided among the Association, the Owners and the CDD. In the event that Declarant or its successor(s)-in-interest form one (1) or more Neighborhood Associations for the purposes described herein, some of the maintenance responsibilities of the Association or the Owners may become the obligation of one (1) or more of such Neighborhood Associations. Interior maintenance of an Owner's home is the responsibility of each Owner. Maintenance of all other portions of the Lots, unless otherwise provided in this Declaration, any Neighborhood Supplement, any Neighborhood Documents, or by Plat, is the responsibility of the Owner thereof. Unless otherwise provided in any Neighborhood Supplement, the maintenance of the Areas of Common Responsibility is the responsibility of the Association in the manner provided in this Declaration, Plats, agreements or contracts. The Board of Directors has the right to require the Owners or Neighborhood Association to maintain their property in accordance with the Community-Wide Standards; and it is the responsibility of the Owner and/or any Neighborhood Association, unless otherwise assumed by the Association in accordance with the terms of this Declaration, Neighborhood Supplements, Plats, agreements or contracts, to maintain landscaping in a neat and trimmed manner, and to keep the property (including improvements) in a neat and attractive condition (in the manner determined by the Board of Directors) and remove all objectionable debris or material (as determined by the Board of Directors) as may be located on their Lot or Common Area.

Section 6.2. **Maintenance by Association**. Commencing as of the date hereof, the Association shall operate, maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. Operation of the Common Property shall include, without limitation, all costs of operation, maintenance, utilities, taxes and assessments with respect to the Common Property, including the recreational facilities described in ARTICLE 20 hereof. The maintenance to be performed by the Association shall include, but need not be limited to, maintenance, repair and replacement (subject to any insurance then in effect) of all landscaping and other flora, structures, and improvements, including all private streets (except those portions thereof which are the responsibility of the Owner or any Neighborhood Association), sidewalks, buildings and other improvements owned by or dedicated to the Association, situated upon the Common Area, and such portions of any additional property included within the Areas of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement with the Association. Unless the same is the responsibility of the CDD, the Association shall maintain buffer fences and landscaping separating the Community from adjacent property owners, and such property owners shall have the right to enforce such obligation. The maintenance provided by the Association may also include dispensing maintenance chemicals to the extent necessary or desirable, in the judgment

of the Association. The Association reserves a perpetual right and easement on and over and under all Lots to dispense maintenance chemicals and to take other action which, in the opinion of the Association, is necessary to control insects, vermin, weeds and fungi on the Common Property, exclusive of the interior of Owner's homes constructed on Lots. The providing of maintenance chemicals as described above shall not be construed as an obligation on the part of the Association to provide such services. Notwithstanding anything appearing in this Section 6.2 to the contrary, the Association is not responsible for any maintenance for those portions of the Property which are specified hereinafter to be maintained by either the Owner, any Neighborhood Association which is subsequently formed, or the CDD.

Except as otherwise specifically provided herein or any Neighborhood Supplement, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated among all Lots subject to Assessment as part of the Common Assessment.

All Lots on which no improvements have been constructed shall be mowed and groomed by the Owner on a periodic, mandatory basis, as determined by the Association.

Any walls, fences and landscaping surrounding portions of the Property may be maintained by the Association, if such property is within the Areas of Common Responsibility, or the CDD if it owns such walls, fences and landscaping. A perpetual easement of ingress and egress over the walls, fences, landscaping and Lots is hereby granted to the Association and the CDD, as applicable, for purposes of construction, maintenance, repair and replacement activities related to any such walls, fences and landscaping. The Association shall exercise its powers of ingress and egress in a manner which does not damage, disturb or unreasonably interfere with use of the Property over which ingress or egress is utilized.

The Association may contract with any Person for the management of all or part of the Property for purposes of carrying out all or a portion of the maintenance services provided for in the Declaration.

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Trees bordering the pavement edge of the roadways (street trees) as installed by Declarant or Merchant Builder throughout the Properties will be maintained by the Association, including trimming, fertilization and replacement, whether or not on Common Property, subject to any Builder Warranty applicable to such landscaping installed by a Builder. Each Owner shall be responsible for the proper irrigation of these trees. The cost of any maintenance, repair or replacement of such trees caused by the neglect of an Owner to maintain their irrigation system in a proper manner, or for damage to the trees resulting from any negligent or intentional act of the Owner, his family or invitees, will be levied as a Benefit Assessment against such Owner.

Unless the CDD owns and retains responsibility therefor, the Association shall have the obligation for maintenance and operation of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

In the event the Association shall fail to carry out any of its maintenance activities hereunder, then any aggrieved Owner(s) may seek to specifically enforce the provisions of this Declaration, subject to the terms and provisions hereof.

Section 6.3. **Owner's Responsibility**. Each Owner shall maintain his or her Lot and all structures, parking areas, landscaping, and other improvements thereon, unless such

maintenance is the responsibility of the Association pursuant to this Declaration, a Supplement hereto, or Plat, or is the responsibility of a Neighborhood Association pursuant to a Neighborhood Supplement, Neighborhood Documents, or Plat. In the event a home constructed on a Lot is going to be unoccupied for a consecutive period of one (1) month or longer, the Association may require the Owner to designate a responsible firm or individual to undertake his or her general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining exterior appearance, safeguarding the property to prepare for severe weather and repairing the property in the event of any damage therefrom. At the request of the Association, the name(s) and address of such firm or individual must be furnished to the Association. Owners of Lots fronting on any roadway within the Properties shall maintain driveways serving their respective Lot, the portion of the road right-of-way located at the front of his or her Lot, and shall maintain and irrigate landscaping between the Lot boundary and the edge of pavement of the road surface or curb. Owners of Lots fronting on the water's edge or upon greenbelt buffer fronting the water's edge of any lake or other body of water within the Properties shall maintain and irrigate, at such Owner's expense, all sod and landscaping between the Lot boundary and such water's edge. Maintenance shall include, but not be limited to, mowing, irrigation, fertilization, irrigation repair and other maintenance procedures to sustain landscaping in a neat, orderly and healthy condition. Irrigation shall be required ten (10) feet beyond the normal water control design elevation. The Owners performing maintenance of the foregoing areas abutting a Lot shall have no right to plant or remove trees, shrubs or similar vegetation from this area without prior approval pursuant to ARTICLE 14 hereof.

All maintenance required by this Section 6.3 shall be performed in a manner consistent with the Community-Wide Standards. After ten (10) days' notice by the Board of Directors to correct deficient maintenance, if said deficiencies remain uncured, then the Board of Directors shall have the absolute right to contract for and to perform, maintenance as shall be prescribed by the Board of Directors. For this purpose, the Owner grants unto the Board of Directors, its agents, employees, and all others designated by the Board of Directors, the right to enter upon the property of the Owner for the purpose of completing such maintenance work, all without liability or responsibility, criminal or civil, for trespass or any other action. Advance notice shall not be required if the Association determines an emergency condition exists. The cost of such work required by the Board of Directors to cure maintenance deficiencies (together with an administrative surcharge equal to 10% of such cost) shall be assessed against the Owner and his or her Lot as a Benefit Assessment.

Section 6.4. **Neighborhood Association's Responsibility**. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to Neighborhood Documents shall perform such maintenance responsibilities in a manner consistent with the Community-Wide Standards. In the event that a Neighborhood Association fails to adequately maintain property for which it is responsible, the Association shall have the right, but not the obligation, to maintain such property and to assess the costs against the Lots located within such portion of the property in a particular Neighborhood benefited by the maintenance performed by the Association. Each such Owner of a Lot shall pay its pro-rata share of such expenses incurred by the Association together with an administrative surcharge of ten percent (10%) of such amount. Such Assessments may be collected as Benefit Assessments hereunder and shall be subject to all lien rights provided herein.

Any Neighborhood Association whose common property fronts on any roadway within the Properties shall maintain and irrigate the landscaping on that portion of the right-of-way between the property line and the nearest curb or edge of pavement of such roadway. Any

Neighborhood Association whose common property fronts the water's edge, or greenbelt buffer fronting the water's edge, of any lake or other body of water within the Properties shall maintain and irrigate all landscaping between its property line and such water's edge. Irrigation shall be required ten feet (10') beyond the normal water control elevation. The Neighborhood Association performing the foregoing maintenance shall have no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to ARTICLE 14 hereof.

Section 6.5. **CDD**. The CDD shall maintain all property owned by, dedicated to, or controlled by the CDD, which may include, without limitation, the Surface Water Management System, wetlands and conservation easements. Maintenance activities of the CDD shall be funded by taxes, assessments or fees and charges to be levied by the CDD. The CDD may contract for such maintenance, or allow the Association, as its agent, to perform such maintenance whether at the Association's or the CDD's expense.

Section 6.5.1. **Surface Water Drainage and Management System.**

Section 6.5.1.1 The Association, all Neighborhood Associations, and all Owners acknowledge that the Property is located within the boundaries of the St. Johns River Water Management District. Due to ground water elevations underneath the Property, priorities established by governmental authorities and natural or other causes outside of the reasonable control of Declarant, the Association, any Neighborhood Association and the CDD, lake water levels may fluctuate at certain times during the year and such fluctuations may be significant. Neither Declarant, the Association, any Neighborhood Association nor the CDD, nor any officer, director, employee or agent thereof shall have any liability for aesthetic conditions, damage to littoral plantings or direct or consequential damages of any nature caused by the fluctuation of water levels.

Section 6.5.1.2 The CDD shall be responsible for maintenance of the Surface Water Management System, in compliance with all approvals, codes and regulations of governmental authorities and the St. Johns River Water Management District. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, and littoral planting which, pursuant to the terms of this Declaration or Plat, are not the responsibility of others, as well as water quality and wetland monitoring or testing. The CDD shall have the right, but not the obligation, to maintain and improve lake maintenance easements and lake maintenance access easements on property not owned by the CDD. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved, by the St. Johns River Water Management District.

Section 6.5.1.3 Neither the Association, any Neighborhood Association, nor any Owner within the Property shall take any action which modifies the Surface Water Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities and the CDD.

Section 6.5.1.4 The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Management System.

Section 6.5.1.5 The Association, any Neighborhood Association and each Owner of a Lot shall have a right and easement to use the Surface Water Management System for its intended purpose, subject to this Declaration, as it may be amended from time to time, and subject to all governmental permits and approvals and all restrictions or limitations imposed by law or in a recorded instrument or any deed conveying such property and any requirements imposed by the CDD.

Section 6.5.1.6 Declarant, the CDD, St. Johns County, Florida and the St. Johns River Water Management District shall have a non-exclusive easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Management System and any improvement constructed or to be constructed thereon, provided such easement rights shall be exercised in a manner which does not unreasonably disturb the use or condition of the Properties.

Section 6.5.1.7 Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the CDD, or its agents, to maintain, or cause to be maintained, the Surface Water Management System must be approved by the CDD and St. Johns River Water Management District for a determination of whether the amendment necessitates a modification of the surface water management permit. The amendment may not be finalized until any necessary permit modification is approved.

Section 6.5.1.8 The St. Johns River Water Management District, the Association, the CDD, all Neighborhood Associations (if any), Declarant and each Owner 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, monitoring, repair and replacement of the Surface Water Management System. Notwithstanding the foregoing, the St. Johns River Water Management District has the right to take enforcement action, including a civil action for injunction and penalties, against the CDD to compel it to correct any outstanding problems with the Surface Water Management System facilities or the mitigation or conservation areas under the responsibility or control of the CDD.

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Section 6.5.2. **"Conservation Tracts" and "Conservation Easements."** Conservation tracts and/or conservation easements will be established within St. Johns Forest in accordance with the requirements of St. Johns County, St. Johns River Water Management District and the U.S. Army Corps of Engineers. All such conservation tracts and/or conservation easements will be dedicated on the subdivision Plats for the Property and/or by separate easement. Upon dedication or conveyance to the CDD, the CDD or its agents shall be responsible for maintenance and monitoring of tracts platted as conservation, preserve or mitigation parcels or tracts. Such maintenance may include, without limitation, maintenance and replanting of native vegetation. The CDD, or its agents, shall have an access and maintenance easement over the Properties for purposes of fulfilling these maintenance and monitoring responsibilities, provided such easement shall be exercised in a manner which does not materially interfere with use of a Lot or a Common Area. Activities and construction within the conservation tracts and conservation easements shall be limited by applicable easements, restrictions and laws.

The terms of the conservation easements shall provide that the real property subject to such easements shall be maintained and managed by the CDD, its successors and assigns, and the CDD shall enforce the terms and conditions of the conservation easements in accordance with all original permit conditions. Each Owner acknowledges that such areas are

natural areas and maintenance and use of said areas wherever located is restricted to and limited by governmental requirements and recorded easements and restrictions. Owners acknowledge that portions of certain Lots are encumbered by conservation easements, and use of those portions of Lots shall be restricted by the conservation easements.

In accordance with the terms of the conservation easements, the CDD shall be responsible for the installation and perpetual maintenance of permanent physical signs/markers designating the conservation area, as may be required by applicable law or permit conditions.

Section 6.6. **Bald Eagle Nesting Sites**. There may be American bald eagles (*Haliaeetus leucocephalus*) present within the Property. Bald eagles are currently listed as an endangered species by the U. S. Fish and Wildlife Service (USFWS). Bald eagle nesting sites are protected areas, particularly during the nesting season, defined as October 1 to May 15. Activities near nesting sites may be prohibited or limited. The use of chemicals toxic to wildlife, shining of search spotlights and making loud noises in proximity to nesting trees are prohibited. No person shall take, pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb any bald eagle, alive or dead, or any part, nest or egg thereof as required by Chapter 68A-27, Florida Administrative Code.

ARTICLE 7. INSURANCE AND CASUALTY LOSSES

Section 7.1. **Insurance**. The Association's Board of Directors, or its duly authorized agent, shall have the authority to, and shall, if available at reasonable costs as determined by the Board of Directors, obtain blanket all-risk coverage insurance for all insurable improvements on the Common Area, or if blanket all-risk coverage, then, if available at reasonable costs as determined by the Board of Directors, at a minimum, an insurance policy covering loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. The Board of Directors may obtain insurance on Areas of Common Responsibility which are not Common Areas. To the extent available at a reasonable cost, this insurance shall be in an amount sufficient to cover the replacement cost (less a reasonable deductible) of any repair or reconstruction in the event of damage or destruction from such hazard.

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The Association shall not have any insurance responsibility for any Lot or common area of a Neighborhood Association other than the Common Area located within those properties, if any.

Insurance obtained on the properties within any Neighborhood obtained by a Neighborhood Association shall, at minimum, comply with the applicable provisions of this Section 7.1, including the provisions of this Article applicable to policy provisions, loss adjustment, and all other subjects to which this Article applies with regard to insurance on the Common Area, except liability limits may be reduced pursuant to a Supplement affecting the Neighborhood. All such insurance shall be for the full replacement cost (less a reasonable deductible). All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area, the Association, and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents and, if available at a reasonable cost, directors' and officers' liability insurance. The public liability policy shall have at least One Million Dollars ($1,000,000.00) per person limit with respect to bodily injury and property damage, a One

Million Dollar ($1,000,000.00) limit per occurrence, and the property damage limit shall be not less than One Hundred Thousand Dollars ($100,000.00).

Premiums for all insurance on the Common Area or Association shall be Common Expenses of the Association and shall be included in the Common Assessment. The policy(s) may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.

Prior to Turnover, insurance may be an allocation of policies of Declarant covering the Association, in which event a share of the cost of such policies shall be allocated to the Association.

Section 7.1.1. All policies shall be written with company(s) authorized to do business in Florida having a Best's rating of B or better.

Section 7.1.2. All policies on the Common Area shall be for the benefit of the Association and the Owners.

Section 7.1.3. Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors. No First Mortgagee or other lienholder shall have any right of participation with respect to losses pertaining to the Common Area.

Section 7.1.4. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by Neighborhood Associations, individual Owners, occupants, or their First Mortgagees, and the insurance carried by the Association shall be primary.

Section 7.1.5. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available.

Section 7.1.6. The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

Section 7.1.6.1 a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests.

Section 7.1.6.2 a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

Section 7.1.6.3 a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one (1) or more individual Owners;

Section 7.1.6.4 a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of the conduct of any director, officer or

employee of the Association or its duly authorized manager without prior demand, in writing, delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or First Mortgagee;

Section 7.1.6.5 that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

Section 7.1.6.6 that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense: workers' compensation insurance, if and to the extent required by law; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if available at reasonable cost; flood insurance on Common Areas, if required; and any other insurance deemed necessary or desirable by the Board of Directors. Fidelity bonds, if acquired, shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Section 7.2. **Individual Insurance**. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry homeowners and windstorm insurance on the Lot(s) and structures constructed thereon insuring, at a minimum, against windstorm, fire damage and vandalism. Each Owner of a Lot further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures upon his or her Lot, the Owner shall remove all debris within thirty (30) days after the damage or destruction and complete repair or reconstruction of the damaged structure within twelve (12) months thereafter, subject to force majeure (but excluding delay for settlement of insurance claims), in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with ARTICLE 14 of this Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds. In the event that a home is damaged to the extent it must be razed to be reconstructed, the Owner of the Lot may decide not to rebuild or not to reconstruct, in which case the Owner, subject to force majeure, shall clear the Lot of all debris within thirty (30) days after the damage or destruction, return the Lot to substantially the natural state in which it existed prior to the beginning of construction, fully sod and provide an underground irrigation system for the Lot and thereafter the Lot shall be considered an unimproved Lot, which shall be maintained in a neat and attractive condition consistent with the Community-Wide Standards until such time as construction is begun on such Lot. In the event a structure is totally destroyed and an Owner determines to rebuild or reconstruct, all debris shall be removed within thirty (30) days after the damage or destruction and reconstruction shall be completed within twelve (12) months thereafter, subject to force majeure. Each Owner agrees to provide the Association with proof of insurance as outlined in this Section if requested by the Association.

All policies of insurance required by the terms of this Section may, at the Association's option, name the Association as an additional insured and shall require that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal. Owners shall furnish proof of insurance upon request by the Association. In the event an Owner fails to maintain insurance required by this Section 7.2, the

Association may, but is not obligated to, obtain insurance on behalf of the Owner and assess the Owner and his Lot the cost thereof as a Benefit Assessment.

Section 7.3. **Damage and Destruction to Areas of Common Responsibility**.

Section 7.3.1. Immediately after damage or destruction by fire or other casualty to all or any part of Areas of Common Responsibility covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain estimates of the cost of repair or reconstruction of the damaged or destroyed improvements. "**Repair or reconstruction**," as used in this paragraph, means repairing or restoring the affected portion of the improvements to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes, other governmental requirements, or otherwise determined to be appropriate by the Board of Directors.

Section 7.3.2. Any damage or destruction to the Common Area or the Exclusive Common Area shall be repaired or reconstructed, unless: (a) if Common Area, the Members representing at least seventy-five percent (75%) of the votes attributable to Lots, or (b) if Exclusive Common Area, the Members representing at least seventy-five percent (75%) of the total votes of Lots within the Neighborhood who use or benefit from the Exclusive Common Area and are assessed for expenses therefor, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days, unless extenuating circumstances necessitate an additional delay. No holder of any lien relative to the Properties or any Lot therein shall have the right to participate in the determination of whether the damage or destruction to Common Area or Exclusive Common Area shall be repaired or constructed.

Section 7.3.3. In the event that it should be determined in the manner described above that the Common Area or Exclusive Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained undeveloped by the Association in a neat and attractive condition consistent with the Community-Wide Standards.

Section 7.4. **Disbursement of Proceeds**.

Section 7.4.1. Proceeds of insurance policies shall be disbursed as follows: If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction, or in the event no repair or reconstruction is made (after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee[s], as their interest may appear, if any Lot is involved), shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any First Mortgagee of a Lot and may be enforced by such First Mortgagee.

Section 7.4.2. If it is determined, as provided in Section 7.3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds described above.

Section 7.5. **Repair and Reconstruction**. If the damage or destruction to the Common Area or Exclusive Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against (a) all Owners, if Common Area, on the same basis as provided for Common Assessments. or (b) Owners within the Neighborhoods benefited by the Exclusive Common Area, if Exclusive Common Area, on the same basis as Neighborhood Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 8. EASEMENTS

Section 8.1. **Owners' Easements**. Each Owner of the Association and each tenant, agent and invitee of such Owner shall have a permanent and perpetual non-exclusive easement for ingress and egress for pedestrian and vehicular traffic over and across the common roadways and walkways from time to time laid out on the Common Areas, for use in common with all such Owners, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for common roadways and walkways shall be for the common use and enjoyment for its intended purpose of the Owners, and each Owner shall have a non-exclusive easement for use of such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

Section 8.1.1. The right of the Association to grant such additional utility, maintenance and other easements, or relocate any existing easements, for the operation and maintenance of the Properties, subject, however, to the prior written consent thereto by Declarant, so long as Declarant has any ownership interest in the Property.

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Section 8.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Areas of Common Responsibility and facilities in compliance with the provisions of this Declaration and with all restrictions on the various plats of the Properties and any other instruments recorded from time to time in the Public Records.

Section 8.1.3. The right of the Association or the Neighborhood Association (if any), upon fourteen (14) days' prior written notice, to suspend use of automatic or electronic gate openers, voting rights and right to use the Common Areas and facilities by an Owner or his family for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of Rules and Regulations.

Section 8.1.4. The right of the Association, or the Neighborhood Association (if any) to (i) adopt and enforce Rules and Regulations governing the use of the Common Areas and all facilities at any time situated thereon and (ii) conduct such activities as may be required or reasonable by the Association or the Neighborhood Association.

Section 8.1.5. The right of an Owner to the use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his immediate family who reside with

him or her, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 8.2. **Easements Appurtenant**. The easements provided in Section 8.1 shall be appurtenant to and shall pass with the title to each Lot.

Section 8.3. **Easements for Construction and Sales Activities**. In addition to the rights reserved elsewhere herein, Declarant reserves a perpetual easement for itself and its successors and assigns for ingress and egress and an easement for Declarant and Merchant Builders over, upon, across and under the Properties as may be required in connection with the development of the Properties and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of homes and Lots, any portion of the Properties and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right, for itself and all Merchant Builders, to use all paved roads and rights-of-way within the Properties for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association or applicable Neighborhood Association, as appropriate. Without limiting the foregoing, at no time shall Declarant or any Merchant Builder be obligated to pay any amount to the Association or a Neighborhood Association on account of Declarant's or Merchant Builder's use of the Common Areas for construction purposes. Declarant intends to use the Common Areas for sale of homes and Lots. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of homes and Lots. The easements created by this Section 8.3 and the rights reserved herein in favor of Declarant shall be construed as broadly as possible and supplement the rights of Declarant set forth in this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Declarant may non-exclusively assign its rights under this Declaration to each Merchant Builder.

Section 8.4. **Utility Easements**. Public utilities serving the Property will be installed underground (excepting sewer lift stations, control junctions and panels which shall be above-ground) in the Common Areas or other portions of the Property when reasonable for the service of the Properties, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration. There is hereby reserved unto Declarant, so long as Declarant owns any portion of the Property, the Association, any Neighborhood Association, the CDD and the designees of each (which may include, without limitation, St. Johns County, Florida and any utility company), easements upon, over, across, and under all of the Properties for ingress and egress; dispensing maintenance chemicals; installation, replacing, repairing, relocating and maintaining restricted access and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewer, meter boxes, telephones, gas and electricity, as reasonable or necessary to provide maintenance and services to the Lots, the Common Areas or other portions of the Property and adjacent properties, provided, the exercise of these easement rights shall not interfere with structures on Lots or otherwise unreasonably interfere with the

Owner's use of a Lot, except in an emergency, entry into any Lot shall be made only after reasonable notice to the Owner or occupant thereof.

Without limiting the generality of the foregoing, there are hereby reserved for the local water, electric, gas, CATV and telecommunications supplier easements across all Lots for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes; however suppliers shall not make any cuts or excavate roadways or driveways for installation. Utility Easements dedicated or granted by Plat or separate instrument shall be for the installation, maintenance and replacement of utility distribution or collection lines, lift stations, junction and control boxes and other equipment utilized in connection with the distribution and collection of utilities; however, suppliers shall not make cuts or excavate roadways or driveways for installation, repair or replacement except when access or installation by other means is not available. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties, except as may be approved by the Association's Board of Directors or as provided by Declarant. Except to the extent authorized by the Association, the suppliers shall not utilize the easements granted hereunder for ingress and egress to market new or additional services offered by such suppliers, such as, by way of example, a cable television service by the telecommunications supplier.

Should any entity furnishing a service covered by the general easement herein provided or granted request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement over the Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

Declarant hereby reserves the right and the power, during a period of thirty (30) years from the date of the recordation of this Declaration to declare, grant and record additional easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines and such other service facilities as Declarant may deem necessary, along, through, in, over and under a strip of land up to ten (10) feet in width from all side, front and rear lines of any Lot and along, through, in, over and under Common Areas, Exclusive Common Areas and the common areas or elements of any Neighborhood Association. Provided, however, said easements and the rights granted shall not be inconsistent with the setbacks for construction of improvements up to the limits of applicable setbacks and then existing improvements on the applicable portions of the Lots, Common Areas, Exclusive Common Areas and the common areas or elements of any Neighborhood Association. Each Lot is subject to a permanent easement in favor of adjoining or adjacent Lots for lateral and subjacent support. Each Owner and Neighborhood Association shall execute any and all documents deemed necessary by Declarant to accomplish the foregoing.

Section 8.5. **Public Easements**. Fire, police, health, mail, sanitation and other public service personnel (including CDD personnel) and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 8.6. **Landscaping of Easements**.

Section 8.6.1 In addition to the easements reserved herein, easements for drainage, landscape and hardscape, and for maintenance access are shown on the recorded plats of the Properties. Within such easements (whether or not located on Lots), no structure,

planting or other material may be placed or permitted to remain that will unreasonably interfere with access to and use of such easements for their intended purpose, including, without limitation, maintenance thereof. These easements shall be deemed to include the right of the parties holding such easements to require the cutting, trimming, removal or relocation of vegetation, including trees and hedges, walls, fencing, and any other improvement determined by such party to be a hindrance to access or use of an easement for its intended purpose, in which event an Owner shall have the obligation to remove such items without cost to the easement holder.

Section 8.6.2 Placement of any structure, planting or other material within any lake maintenance easement, may be restricted by the Declaration and/or the Design Review Manual.

Section 8.7. **Maintenance Easements**. Every Lot is burdened with an easement permitting the Association, a Neighborhood Association, as applicable, and the CDD to utilize portions of Lots abutting the areas owned or to be maintained by such an entity to maintain portions of the Common Areas, Neighborhood Association, Common Property or CDD owned property, provided such easement shall be exercised in a manner which does not interfere with use or enjoyment of the Lot for its primary purpose and that such use by the Association, Neighborhood Association, as applicable, and the CDD will, to the extent commercially practical, minimize damage to the landscaping and other improvements on the Lot.

ARTICLE 9. NO PARTITION

Except as is permitted in this Declaration or amendments or Supplements hereto, there shall be no judicial partition of the Common Area, or any part thereof, nor shall any Person acquiring any interest in the Properties, or any part thereof, seek any judicial partition, unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

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ARTICLE 10. CONDEMNATION

Whenever all or any part of the Common Area shall be taken by (or conveyed in lieu of, and under threat of, condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent [67%] of the total votes attributable to Lots, and the approval of Declarant, as long as Declarant owns any portion of the Property) any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any portion of the Property, and Members representing at least sixty-seven percent (67%) of the total votes within the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions regarding the disbursement of funds in respect to casualty, damage or destruction which are to be repaired shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Association and used for capital improvements as the Board of Directors of the Association shall determine, in its sole discretion.

ARTICLE 11. ANNEXATION AND REMOVAL

Section 11.1. **Annexation Without Approval of Membership**. Until Turnover, Declarant shall have the right, privilege, and option to annex, from time to time, real property to the provisions of this Declaration and the jurisdiction of the Association. Such right of Declarant shall be unilateral and subject solely to the consent of the Owner of the real property to be annexed. With regard to the annexation of land and the expansion of the Property, Declarant makes no representations or warranties of any kind concerning the clubhouse and amenities, including, but not limited to, capacity for the number of homes within the Property. Such annexation shall be accomplished by filing in the Public Records a Supplemental Declaration annexing such property executed solely by Declarant. Such Supplemental Declaration shall not require the consent of any person other than Declarant. Any such annexation shall be effective upon the filing for record such Supplemental Declaration, unless otherwise provided therein. Said Supplemental Declaration may also impose additional restrictions, or remove or limit restrictions contained herein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property annexed hereto and that such transfer is memorialized in a written, recorded instrument executed by Declarant. Notwithstanding anything to the contrary, Declarant may, in its sole and absolute discretion, annex real property adjacent to the St. Johns Forest PUD into this Declaration, and such annexation may increase the number of Lots and the Common Area and, as a result, no increase in, or expansion of, Common Area recreational facilities shall be required to be made by Declarant.

Section 11.2. **Annexation With Approval of Membership**. After Turnover, subject to the consent of the owner thereof, upon the written consent or affirmative vote of a majority of the votes represented by the Members of the Association present at a meeting duly called for such purpose, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records a Supplemental Declaration describing the property to be annexed. Any such Supplemental Declaration shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing, unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for, and the proper form or notice of, any meeting called for the purpose of considering annexation of property pursuant to this Section 11.2 and to ascertain the presence of a quorum at such meeting.

Section 11.3. **Acquisition of Additional Common Area**. Declarant may convey to the Association additional real estate, improved or unimproved, located within, or adjacent to, the Properties which, upon conveyance or dedication to the Association, shall be accepted by the Association without further action and thereafter shall be maintained by the Association, at its expense, for the benefit of its Members.

Section 11.4. **Removal of Property**. Declarant reserves the right to amend this Declaration from time to time prior to Turnover, in its sole discretion, without the prior notice or

consent of any Person to remove any portions of the Property then owned by Declarant (or any affiliate of Declarant) or by the Association from the provisions of this Declaration if, and to the extent, such property was originally subjected to this Declaration in error, or if Declarant changes the development plan for the Properties; provided, however, that Declarant, concurrently with such removal, shall grant and/or confirm such easements as are necessary for maintenance and/or construction of those Lots theretofore conveyed by Declarant.

Section 11.5. **Amendment**. This Article shall not be amended without the prior written consent of Declarant.

ARTICLE 12. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 12.1. **Common Area**.

Section 12.1.1. On or before Turnover, Declarant shall convey the Common Areas to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Declarant, subject to the provisions of this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests and licenses to use. Any fee simple interest in property transferred to the Association by Declarant shall be transferred to the Association by quit claim deed, free and clear of all monetary liens (other than any mortgage lien granted by Declarant permitted by this Declaration or which will be paid in full by Declarant on or before Turnover and the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Declarant in the instrument of conveyance, including, without limitation, the lease to Declarant by the Association of the Clubhouse after Turnover described in Section 12.2 below. The property, or interest in property, transferred to the Association by Declarant may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Declarant.

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THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNISHINGS WHICH HAVE BEEN, OR WILL BE, USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM. All costs and expenses of any conveyance of any property by Declarant to the Association shall be paid for by the Association.

Section 12.2. **Lease of Clubhouse to Declarant**. Declarant will construct improvements upon certain Common Area owned by, or dedicated to, the Association for ultimate use by the Association as a community clubhouse (the "**Clubhouse**"), a portion of which will be used by Declarant as a sales and information center until twelve (12) months after Turnover. Upon conveyance of the Clubhouse to the Association, Declarant shall simultaneously enter into a lease agreement (the "**Lease**") with the Association on terms and conditions determined solely by Declarant for use of the Clubhouse and related areas for a term which will expire twelve (12) months after the Turnover Date. The Lease will provide for nominal consideration prior to Turnover, and after Turnover, monthly rent at the market rate then prevailing for commercial office space of comparable quality and size, as reasonably determined by Declarant. Declarant will pay for its own telephone system and a pro rata share of electricity used for the Clubhouse. Upon expiration of the Lease, the portion of the Clubhouse being leased by Declarant shall be delivered to the Association in "as is" condition.

Section 12.3. **Maintenance and Indemnity**. Notwithstanding the fact that Declarant may initially retain ownership of the Common Areas, the Association shall, pursuant to this Declaration, be responsible for the management, maintenance and operation of the Common Areas, including, without limitation, all property taxes and other assessments which are liens against the Common Areas from and after the date of recordation of this Declaration. The Association will indemnify, defend and hold harmless Declarant, its successors and assigns, and their affiliates, partners, employees and agents against, in respect of, and reimburse the same on demand for, any and all claims, demands, losses, costs, expenses, settlements, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorneys' and paralegals' fees and disbursements (even if incident of any appeals), Declarant, its successors or assigns, and their partners, affiliates, officers, stockholders, directors, employees, or agents incur or suffer, which arise, result from, or relate to, the ownership, operation or management of the Common Areas or any other activities of the Association after the date of this Declaration, other than any act resulting from the gross negligence or willful misconduct by Declarant. To the extent necessary, the Association shall levy a Special Assessment against Owners other than Declarant to cover the costs of indemnity.

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Section 12.4. **Rules and Regulations**. The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Properties, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall constitute a lien upon the Owner's Lot or Lots, and suspension of the right to vote and the right to use Common Areas (other than private streets and other Common Areas necessary to access the Owner's Lot), and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such Rules and Regulations. Any suspension of use of Common Area may include revocation of privileges to obtain access through any gatehouse by use of an automated entry device, such as, by way of example, electronic access card, remote control or bar code. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided by law. Fines shall constitute Benefit Assessments subject to the lien rights provided in this Declaration.

Except to the extent prohibited by law, the Association, through the Board, by contract or other agreement, shall have the right to enforce all applicable federal, state and local laws, ordinances and regulations and to permit any governmental or quasi-governmental agency to enforce such parties' rules and ordinances on the Properties.

Section 12.5. **Implied Rights**. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE 13. ASSESSMENTS

Section 13.1. **Creation of Assessments**. There are hereby created Assessments for expenses for the Association as may from time to time be authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. There shall be four (4) types of Assessments: (a) Common Assessments for Common Expenses for the benefit of all Members of the Association; (b) Special Assessments as described in Section 13.5 below; (c) Neighborhood Assessments as described in Section 13.4 below; and (d) Benefit Assessments as described in 13.6 below.

Common Assessments shall be allocated one (1) Assessment to each Lot subject to this Declaration.

If portions of the Property are developed and sold for uses other than residential uses, the voting rights, Assessments (if any) and use restrictions, if any, attributable to such Property shall be described in a Supplemental Declaration by the Owner of such Property.

In the event any of the Properties subject to this Declaration has not been platted as to the number of Lots anticipated for eventual sale, such unplatted portions of the Properties shall be deemed to have the number of Lots set forth on the then current Site Plan, until such Properties are platted or replatted or otherwise subdivided.

All Assessments, together with interest (at a rate not to exceed the highest rate allowed by applicable usury law or one and one-half (1½) percent per month, whichever is less) as computed from the date the delinquency first occurs, late charges, costs and reasonable attorney's fees, shall be a charge on the Lot (and improvements) to which they pertain and shall be a lien upon such property against which each Assessment is made. Such lien is to be effective as of the date of the original recording of this Declaration. Each such Assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who owned such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable to the time of conveyance, except as otherwise provided in this Section.

The Association shall, upon the written request of any Owner, furnish, within ten (10) business days after such written request, to any Owner liable for any type of Assessment a certificate, in writing, signed by an officer of the Association, setting forth, whether such Assessment has been paid as to his/her particular Lot. As to any prospective purchaser or closing agent relying thereon who has no knowledge of outstanding Assessments, such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed three months' Common Assessments on one (1) Lot for the issuance of each such certificate. Certificates may be relied upon only by third parties and not an Owner that all Assessment obligations are current.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors, and such determinations by the Board may include, without limitation,

acceleration of that fiscal year's Common Assessments and any Neighborhood Assessments for delinquencies. Unless the Board otherwise provides, the Common Assessments and Neighborhood Assessments shall be paid in quarterly installments, Benefit Assessments shall be paid monthly in advance, or as incurred, and Special Assessment shall be paid when levied.

No Owner may waive or otherwise exempt himself or herself from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of his or her property. Assessments will be due and payable during any period of suspension of use of Common Property. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all Merchant Builders or developers purchasing Lots for development and/or resale. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by Declarant or a Merchant Builder in connection with the development of the Property or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority.

Prior to Turnover, Declarant shall have no obligation to pay Assessments on Lots which it owns, whether such Lots are original inventory or have been reacquired by Declarant. Rather, until that time, Declarant may elect to pay the difference between the amount of Assessments assessed (whether collected or not) relative to all Lots subject to Assessment and other revenues and funds of the Association (other than improvement contributions under Section 13.13 of this Declaration) from whatever source, and the amount of actual current expenses required to operate the Association from time to time. Declarant may, in its sole discretion, also elect to defer Common Assessments owed by Merchant Builders for Lots sold to Merchant Builders for a period not to exceed two (2) years from the date the Lot was acquired by a Merchant Builder. For purposes of Common Assessments, said Lots shall be considered owned by Declarant until the expiration of said period. Unless Declarant elects and provides written notice to the Board otherwise, Declarant shall be deemed to have elected to pay the difference. Declarant's financial obligations to the Association may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. Prior to Turnover, Assessments levied which, together with other revenues and funds of the Association (other than improvement contributions under Section 13.13 of this Declaration), exceed actual expenditures shall be paid to Declarant to repay advances made by Declarant, including repayment of any difference previously funded by Declarant. Notwithstanding anything appearing in this paragraph of Section 13.1 to the contrary, in no event shall Declarant be required to provide any such subsidies so long as the Association has adequate cash to pay its current expenses. After Turnover, Declarant shall be obligated to pay Assessments in the same manner as any other Owner.

Section 13.2. **Purpose of Assessments**. The Assessments levied by the Association shall be used for the purpose of promoting the proper maintenance, replacement, repair and management of the Properties and, in particular, for operation of the Association and fulfilling its obligations under the Declaration, and all documents and agreements executed in connection with the foregoing.

Section 13.3. **Computation of Common Assessments**. It shall be the duty of the Board annually to prepare a budget covering the estimated Common Expenses of the Association during the coming year ("**Annual Budget**") and to prepare a budget based on estimated Common Expenses which would be incurred, assuming all Areas of Common Responsibility and Lots anticipated to be developed as contemplated by the Plats, Site Plan, and the then-current development plan were complete ("**Buildout Budget**"). Subsequent to Turnover, it shall be the duty of the Board, at least fifteen (15) days prior to the budget workshop as described in the Bylaws, to prepare the Annual Budget and mail the same to all Members. Any budget adopted by the Association may include a capital contribution establishing a reserve fund, in accordance with a reserve budget separately prepared, and shall separately list general and specific expenses, if any. The Board shall cause a copy of the Buildout Budget (prior to Turnover), or the Annual Budget (after Turnover), and the notice of the Common Assessment amount to be delivered to each Owner at least thirty (30) days prior to the beginning of each fiscal year. Prior to Turnover, the Buildout Budget, Annual Budget and Common Assessments shall be determined by the Board of Directors in their sole and absolute discretion. After Turnover, upon the occurrence of the budget workshop in accordance with the Bylaws and subsequent adoption by the Board, the Annual Budget and Common Assessments shall become effective. In the event a reserve budget is established, Declarant shall have no obligation to pay any portion of the Assessments which are to be contributed to the reserve contributions, whether or not Declarant elects to pay Assessments or fund the difference.

Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails, for any reason, to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year, and each Owner shall pay the increase, if any, in the Assessments from the beginning of such year in a manner required by the Board.

Prior to Turnover, the Common Assessment to be levied for the coming year against each Lot shall be computed by dividing the Buildout Budget by the number of Lots anticipated within the Properties as described on Plats and the Site Plan (for real property which has not been subdivided into Lots or subjected to this Declaration). The number of Lots may change during development and Declarant shall have no liability as the result of such change. As previously provided, Declarant may elect not to pay the Common Assessment on Lots it owns, and in lieu thereof, to pay the difference.

Subsequent to Turnover, the Common Assessment to be levied for the coming year shall be computed by dividing the Annual Budget by the total number of Lots described in Section 13.1 subject to Assessment.

Section 13.4. **Computation of Neighborhood Assessments**. In addition to the Common Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated expenses to be incurred by the Association for each Neighborhood on whose behalf such expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, Neighborhood Supplement or written agreement with the Neighborhood Association specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or if the Owners of Lots in such Neighborhood authorize same by a majority vote. Any Neighborhood, through a petition signed by a majority of the Owners within the Neighborhood (which majority consensus shall bind all Owners within the Neighborhood),

may request that additional services or a higher level of services be provided to the Neighborhood by the Association, and if the Association, in its sole discretion, agrees to provide such higher level of service, such additional costs shall be added to or be considered a budget for the Neighborhood. Such budget may include a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Expenses incurred for the benefit of a particular Neighborhood shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment, irrespective of the benefit as to any particular Lot, provided the Board may, in its sole discretion, reduce Neighborhood Assessments for Lots for which no Certificate of Occupancy has been granted by the applicable governmental authority. Such budget and Assessment shall become effective upon adoption by the Board. In addition to Neighborhood Assessments based on the budget of expenses on behalf of a Neighborhood, the Board may levy Neighborhood Assessments to cover unanticipated or unbudgeted expenses benefiting the Neighborhood.

In the event the Board fails, for any reason, so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year, and each affected Owner shall pay the increase, if any, in such Neighborhood Assessment from the beginning of such year in the manner required by the Board.

Section 13.5. **Special Assessments**. In addition to Common Assessments, the Association, by majority upon vote of the Board of Directors, may levy Special Assessments applicable to that year only, provided any such Assessment which would exceed that year's Common Expenses for such year shall require the affirmative vote of a majority of the Members of the Association and the affirmative vote, or written consent of the Class "B" Member, if such membership exists. Such Special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, or any unexpected or unbudgeted expense or repair. Special Assessments shall be allocated in the same manner as (a) Common Assessments, if the same relate to Common Property or operations of the Association, or (b) Neighborhood Assessments, if the same relate to Exclusive Common Area. Special Assessments shall only be used for the purpose collected.

Section 13.6. **Benefit Assessments**. The Board of Directors of the Association may impose a Benefit Assessment upon any Owner whose use or treatment of a Lot increases the maintenance cost to the Association above that which would result from compliance by the Owner with this Declaration or a Supplemental Declaration. The amount of such Assessment shall be equal to such cost increase and may be enforced in the manner provided for any other Assessment. Any charge for individual services (such as, by way of example, cable television services provided on a mandatory basis which are not levied as part of the Common Assessment) shall be deemed a Benefit Assessment. The Association may levy a Benefit Assessment against any Owner individually and against such Owner's Lot to reimburse the Association for costs incurred in bringing the Owner's Lot into compliance with the provisions of the Declaration. Fines are considered Benefit Assessments and may be levied after notice to the Member and an opportunity for a hearing. The costs of remedial maintenance undertaken by the Association to remedy deficient maintenance by a Neighborhood Association shall be assessed equally against all Lots within the Neighborhood. Reasons for Benefit Assessments shall include, but not be limited to, remedial action, costs and legal fees incurred or anticipated

to be incurred by the Association and the cost for extra or replacement automatic or electronic controls for gates.

Section 13.7. **Lien for Assessments**. Upon recording of a notice of lien on any Lot there shall exist a perfected lien for unpaid and future Assessments prior and superior to all liens placed of record after the date of this Declaration, except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first mortgage of record made in good faith and for value by an Institutional Lender. During the period a lien is filed against a Lot, the vote associated with that Lot shall be suspended, and the right to use the Common Areas (other than the areas necessary for ingress and egress to the Lot) shall be suspended and subject to the limitations set forth by the Board of Directors and applicable law.

The lien of the Association, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of its Members, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have charged the property owned by the Association, had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 13.8. **Reserve Budget and Reserve Contribution**. The Board of Directors may, but shall not be required to, annually prepare a reserve budget which may take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. Prior to Turnover, reserves will only be budgeted if the same are consented to by Declarant. If a reserve budget is established, the Board shall set the required reserve contribution. The reserve contribution required shall be fixed by the Board and included within and distributed with the budget and Common Assessment, as provided in Section 13.2 of this Article. The reserve budget may, if funded, be used by the Board of Directors to fund capital replacements, capital additions and capital repairs.

IF RESERVES ARE ESTABLISHED, DECLARANT SHALL BE UNDER NO OBLIGATION TO FUND OR PAY ANY RESERVE CONTRIBUTIONS. DECLARANT SHALL NOT BE OBLIGATED TO FUND CAPITAL EXPENDITURES, WHICH MAY REQUIRE A SPECIAL ASSESSMENT OF THE OWNERS.

NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS OR THAT ANY RESERVE BALANCE SHALL BE AVAILABLE AT TURNOVER.

To the extent the Association makes any claim against Declarant or its appointed directors for Common Property conditions or any other condition existing at Turnover or prior acts or omissions by Declarant or Declarant's appointed Board of Directors, the amount in the capital reserve account at Turnover (if any), any contributions collected under Section 13.12 and

13.13 below and which are within the Association's account at Turnover, and amounts owed to Declarant on or after Turnover shall be credited against any obligation of Declarant or its appointed Board.

Section 13.9. **Date of Commencement of Assessments**. Except as specifically provided herein to the contrary, the obligation to pay the Assessments provided for herein shall commence as to each Lot on the date this Declaration is recorded. If Declarant elects to pay the difference between the expenses of the Association and assessments collected from Owners, other than Declarant, Lots owned by Declarant shall not be assessed, but shall be used in computing the Assessments levied on Owners (other than Declarant) based on the Buildout Budget. The first year's Assessment levied on any Lot shall be adjusted according to the number of months remaining in the fiscal year at the time Assessments commence on the Lot.

Section 13.10. **Subordination of the Lien to First Mortgage**. The lien of Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein shall be subordinate to the lien of an Institutional Mortgagee's first mortgage upon any Lot. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot which is subject to foreclosure of an Institutional Mortgagee's first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from lien rights for any Assessments thereafter becoming due. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Lots, including such acquirer, its successors and assigns.

Section 13.11. **Duties of the Board of Directors**. The Board of Directors of the Association shall prepare a roster of Owners and Neighborhoods (as applicable) or other property, and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner; provided, only the Board, an Owner or his First Mortgagee may look at the status of Assessments on the Owner's Property (unless inspection by others is authorized by law).

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Section 13.12. **Initial Contributions to Association**. Upon every initial transfer of record title to a Lot after the date of recording of this Declaration, a contribution shall be made by, or on behalf of, the purchaser to the Association. Upon the initial transfer of a Lot by Declarant, the contribution shall be an amount equal to three (3) months' Common Assessments applicable to a Lot for that year. Where any Lot is sold by Declarant to a Merchant Builder, Declarant may, by reference thereto in a contract for sale, deed of conveyance or separate instrument, waive the initial contribution for that Lot until resale by the Merchant Builder, at which time such amount will be due from the purchaser from the Merchant Builder. The initial contribution upon the sale of each Lot by Declarant or a Merchant Builder shall, notwithstanding anything to the contrary in this Declaration, be utilized by the Association for operations, maintenance and acquisition of personal property in the year of receipt and succeeding years until exhausted. If utilized for operations, such contribution shall be utilized solely to reduce the difference payable by Declarant, if received prior to Turnover. Declarant, its parents, subsidiaries, affiliates and assigns, shall be exempt from payment of the contribution required by this Section. The contribution required by this Section shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article. No representation or warranty is made by Declarant or the Association that, on the date of Turnover, any funds will be available as a result of such contributions.

Section 13.13. **Improvement Contribution**. Upon every transfer of record title to a Lot, except for the initial conveyance by Declarant or a Merchant Builder, at which time the contribution under Section 13.12 is due, a contribution equal to three (3) months Common Assessments shall be made to a segregated account for the benefit of the Association after Turnover. The Board of Directors shall invest these funds in interest-bearing, insured accounts or U.S. Governmental Securities. The Board of Directors shall have no liability for failure to invest the contributions in high-interest-yield securities, it being the intention of this Declaration to provide low-risk investments for the contributions. Subsequent to Turnover, the accumulated contributions shall be used for repairs, renovations or improvements to the Common Area. To the extent the Association makes any claim against Declarant or its appointed directors for Common Area conditions, the amount within the improvement contribution account at Turnover shall be credited against any obligation of Declarant pertaining to such Common Area. This Section 13.13 may not be amended without Declarant's written consent, in its sole and absolute discretion.

Section 13.14. **Exempt Property**. Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Neighborhood Assessments, Special Assessments and Benefit Assessments:

Section 13.14.1. all Common Area; and

Section 13.14.2. all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, the CDD.

ARTICLE 14. ARCHITECTURAL STANDARDS

All property which is now, or may hereafter be, subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article and such standards and principles (the "**Design Review Manual**"), promulgated from time to time by Declarant or the DRC. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the DRC. Until the retail closing of the sale of the last home to be built in St. Johns Forest, Declarant also shall have the authority to enforce decisions of the DRC concurrently with the Association. The Board of Directors shall have the right to lien Lots for actionable violations of this Declaration, the Design Review Manual promulgated by the DRC and decisions of the DRC. Said lien shall include, but not be limited to, remedial action taken by the Association, costs and prevailing party legal fees incurred by the Association in prosecuting its claim. This Article may not be amended without Declarant's written consent, in its sole and absolute discretion, so long as Declarant owns any land subject to this Declaration or subject to unilateral annexation by Declarant under this Declaration.

No "**construction**", which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with this Article, until the requirements below have been fully met, and until the written approval of the DRC is obtained. The DRC shall have the absolute and exclusive right to approve such construction, exterior alteration or modifications or planting or removal of plants, trees and shrubs, which the DRC determines is not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, harmony of extended design and architectural compatibility. The DRC may establish reasonable fees to be charged for review of an

application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder.

All structures constructed on any portion of the Properties shall be designed and built in accordance with the approved plans and specifications submitted to the DRC.

Section 14.1. **DRC**. The DRC shall have exclusive jurisdiction over all construction on any portion of the Properties. Until all of the Property has been developed and conveyed to purchasers (other than Merchant Builders) in the normal course of development and sale, Declarant retains the right to appoint all members of the DRC, which shall consist of at least three (3), but no more than five (5) persons, none of whom shall be required to be Owners and who shall serve terms subject to the sole discretion of Declarant. There shall be no surrender of Declarant's right to appoint all members of the DRC prior to that time, except in a written instrument in recordable form executed by Declarant. Until Declarant relinquishes the right to appoint members of the DRC, the authority of the DRC shall arise from Declarant and not the Association, and such members shall have a fiduciary responsibility only to Declarant. Upon the expiration of Declarant's right to appoint the members of the DRC, the members of the DRC shall thereafter be appointed by the Board of Directors and only thereafter shall the DRC be deemed a committee of the Association.

Copies of the Design Review Manual shall be available from the DRC for review by Owners and Merchant Builders who seek to engage in development of, or construction upon, all or any portion of the Properties, and such parties shall conduct their operations in accordance therewith. The DRC shall have sole and full authority to prepare, and to amend, the guidelines and procedures set forth in the Design Review Manual.

Section 14.2. **No Waiver of Future Approvals**. The approval of the DRC 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 DRC, 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 matter whatsoever subsequently or additionally submitted for approval or consent.

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Section 14.3. **Variance**. The DRC may authorize variances from compliance with any of its guidelines and procedures set forth in the Design Review Manual when circumstances such as topography, natural obstructions, hardship, privacy, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be contrary to the restrictions set forth in the body of this Declaration, or (b) estop the DRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain the issuance of any permit or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

The approval by the DRC does not constitute governmental approval. It is the sole responsibility of the Lot Owner or Merchant Builder, as applicable, to obtain the necessary permits and meet all governmental requirements.

Section 14.4. **Compliance**. Any contractor, subcontractor, agent, employee or other invitee of an Owner or Merchant Builder who fails to comply with the terms and provisions of the Design Review Manual may be excluded from the Properties by the Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines

and procedures set forth in the Design Review Manual, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the Bylaws.

Section 14.5. **Right to Inspect**. There is specifically reserved unto the DRC the right of entry and inspection upon any Lot for the purpose of determination by the DRC whether there exists any constriction or any improvements which violate the terms of any approval by the DRC, or the terms of this Declaration, or of any other covenants, conditions and restrictions to which a deed or other instrument of conveyance or Plat makes reference. The DRC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith, and the same shall be assessable and collectible in the same manner as any Benefit Assessment provided for herein. The Association shall indemnify and hold harmless each member of the DRC from all costs, expenses and liabilities, including attorney's fees, incurred by virtue of any service by a member of the DRC.

Section 14.6. **Exemption**. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant shall be exempt from the provisions of this ARTICLE 14.

Section 14.7. **DRC Liability**. Neither the DRC, the Association nor Declarant nor any of their representatives shall be liable to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any Owner making or causing to be made any proposed improvement or additions on any portion of the Property or home agrees and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, to hold the DRC, the Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses or damages arising from the construction and installation of any proposed improvement, and such Owner shall be solely responsible for the maintenance, repair and insurance of any improvement, alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules and regulations and the provisions of this Declaration.

Section 14.8. **Limitation of Liability**. No approval by the DRC shall constitute an opinion of the DRC that the improvements comply with this Declaration, governmental requirements or any easement or other obligation appearing in the Public Records for St. Johns County affecting the Properties, nor shall the same give rise to any liability for design, construction materials, construction methods, structural integrity, fire / safety requirements, adequacy of budgets or legal effect. The DRC shall not be liable for mistakes and may require an Owner to correct deficiencies arising as a result of any DRC approval.

ARTICLE 15. USE RESTRICTIONS

The Property shall be used for purposes as may be permitted by the applicable governmental approvals and ordinances, and this Declaration and any amendments or Supplements hereto. Any Supplemental Declaration or additional covenants imposed on the Property within any Neighborhood by Neighborhood Documents, may impose stricter standards than those contained in this Article. The Board of Directors shall possess the standing and power and right to enforce standards imposed by Neighborhood Documents.

Declarant, prior to Turnover, and the Association, acting through its Board of Directors, both prior to and after Turnover, shall have the authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein. Any standards and restrictions adopted by the Board of Directors prior to or after Turnover and prior to the sale of the last Lot by Declarant or a Merchant Builder to a retail purchase will be subject to veto by Declarant. The use restrictions set forth in this Article shall be binding until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing at least sixty-seven percent (67%) of the total votes in the Association and by Declarant prior to the conveyance of the last Lot by Declarant and Merchant Builders. Any such modifications or cancellation shall be recorded in the Public Records as an amendment to this Declaration.

Such regulations and use restrictions shall be binding upon all Owners and occupants of Lots. Notwithstanding anything to the contrary herein, Declarant shall be exempt from application of the provisions of this Article so long as it owns any portion of the Property primarily for development and/or resale.

Section 15.1. **Occupants Bound**. All provisions of the Declaration, Bylaws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Declaration, Bylaws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Properties (including improvements thereto) caused by such occupants, guests, invitees and lessees, notwithstanding the fact the such occupants are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and Rules and Regulations adopted pursuant thereto.

Section 15.2. **Parking and Vehicular Restrictions**. Parking in the Properties (other than in enclosed garages) shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of "**commercial vehicles**" (as defined below) on a Lot, unless fully enclosed in a closed garage. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times. No vehicle shall be left covered in a driveway for a period exceeding one (1) day.

No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailer or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place within the Properties, except in spaces for some or all of the above specifically designated by Declarant or the Association, if any, and in fully enclosed garages. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "**commercial vehicles**" shall mean those which are not designed and used customarily for personal/family purposes, and those vehicles which contain commercial lettering. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the Board of Directors as to the commercial nature of a vehicle shall be binding on an Owner. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles, such as for construction use, or providing pick-up and delivery and other commercial services, nor to any vehicles of Declarant or Merchant Builder. No parking on lawns shall be permitted. No on-street parking

shall be permitted, unless prior written approval by the Board of Directors or the Association Manager is obtained.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle, if such vehicle (i) remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle, or (ii) otherwise impedes use of the Common Areas for their intended purpose. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal nor failure of the owner to receive it for any other reason shall be grounds for relief of any kind. For purposes of this paragraph, "**vehicle**" shall also mean campers, mobile homes, trailers, etc. By acquisition of title to a Lot, the Owner provides to the Association the irrevocable right to tow vehicles parked on the Owner's Lot which are in violation of this Declaration. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

Vehicles not licensed for street use (such as by way of example, go-carts, ATV's, dirt bikes, etc.) shall not be driven within the Properties.

Section 15.3. **Traffic Regulation**. The Association may, but shall not be obligated to, employ individuals, a security company or enter into an agreement with local law enforcement, to enforce speed limits, rules and regulations, including, without limitation, imposition of fines, concerning operation of motorized vehicles, parking restrictions (collectively, "**Traffic Regulations**") and to otherwise provide a more secure environment. Traffic Regulations may include prohibitions and restrictions on parking on private rights-of-way, cul-de-sacs and round-abouts. Owners, for themselves, their family, lessees and invitees, acknowledge the Association may fine an individual for violation of Traffic Regulations and/or take other disciplinary action. Failure to pay any fine after an opportunity for a hearing on this matter may, to the extent permitted by applicable law, result in suspension of the privileges to use private streets in the Properties and/or a lien being imposed on the Owner's Lot, if the fine is imposed against the Owner, or his or her family member or lessee.

Section 15.4. **Animals and Pets**. No animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted in reasonable number determined by the Board of Directors in its discretion (which may be different based on Lot size and/or home type), provided they are not permitted to roam the Property. All pets shall be controlled by their Owner at all times and shall be leashed when not on the Owner's Lot and within an enclosed area. Those pets which, in the sole discretion of the Association, endanger the health of, make objectionable noise, or constitute a nuisance or inconvenience to, the Owners of other Lots or the owner of any portion of the Properties shall be removed upon request of the Board within three (3) days of written request; provided, however, if the Board determines an animal is a safety hazard, the Owner shall immediately remove the animal from the Property. No pets shall be kept, bred or maintained on any Lots for commercial purposes. Pets shall not be permitted on the Common Areas (except streets or walkways). An Owner's household pets shall be confined on a leash no greater than fifteen (15) feet in length or carried by a responsible person at all times whenever outside the boundaries of the Owner's Lot. All persons bringing a pet onto property other than their own shall be responsible for removing any solid waste of the pet.

Section 15.5. **Nuisances**. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon which would be a reasonable cause of embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties. Except for Declarant's development activities, no outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties.

Section 15.6. **Hazardous Materials**. Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements.

Section 15.7. **Trash**. No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties, except in containers located in appropriate areas, if any, and in all events, such containers shall not be visible from any of the Properties, except for the minimum time necessary for its collection. Trash shall be placed curbside no earlier than dusk the day prior to collection and empty receptacles shall be removed from curbside by 11:59 P.M. on the day of collection. Trash receptacles shall be kept within enclosed garages. Said restriction shall not apply to construction sites. No odor shall be permitted to arise therefrom so as to render the Properties, or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from Common Areas or other Lots, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties.

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Section 15.8. **Unsightly or Unkempt Conditions**. It shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Lot.

Section 15.9. **Outside Installations**.

Section 15.9.1. **Common Areas**. No exterior antennas, aerials, satellite dishes or other apparatus for the reception or transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon the exterior of any Lot or Common Area, except in compliance with any standards imposed by the Design Review Manual and subject to compliance with the Rules and Regulations of the Association. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized and require any such exterior apparatus. No radio station or shortwave operations of any kind shall operate from any Common Areas.

Section 15.9.2. **Lots**. No radio station or shortwave operations of any kind shall operate from any Lot. As provided under applicable federal law, certain antennae, aerials,

satellite dishes and other reception apparatus may be installed on an Owner's Lot without architectural approval by the DRC, provided, the Association may require:

Section 15.9.2.1 to the extent feasible, that any such improvements be in a location on such Lot which is not visible from the street;

Section 15.9.2.2 that any such improvements be relocated or screened for safety reasons; or,

Section 15.9.2.3 that any such improvements be relocated or painted to maintain the aesthetic appearance of the Property.

Provided, however, unless required for safety reasons, any such relocation or screening of such improvements shall not unreasonably delay or prevent the use thereof, unreasonably increase the cost thereof, or preclude the Owner of the Lot from receiving an acceptable quality signal therefrom. Owners are encouraged to review a proposed installation with the DRC prior to the start of installation.

Section 15.10. **Subdivision of Lot and Time Sharing**. No Lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Board of Directors of the Association. The Board may permit a division in ownership of any Lot intended for a single-family, detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Lots. Except as may otherwise be provided by Supplemental Declaration, in the event of a division in ownership of any Lot, the Owners among whom the ownership is divided shall be treated as co-owners of the divided Lot for purposes of voting and shall be jointly and severally liable for all Assessments against the Lot hereunder. Declarant hereby expressly reserves the right to replat any Lot or Lots owned by Declarant. Notwithstanding anything to the contrary in this Section, if Declarant subdivides and replats any Lot or Lots, voting rights and Assessment obligations as to such Lots shall be recalculated to the number of Lot(s) existing after such replat. Any such division, boundary line change or replatting shall not be in violation of the applicable subdivision and zoning regulations.

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No Lot shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program whereby the right to exclusive use of the Lot rotates among multiple owners or members of the program on a fixed, or floating, time schedule over a period of years. This Section shall not prohibit ownership of a Lot intended for residential use by up to two (2) joint tenants or tenants-in-common, nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary herein contained, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration.

Section 15.11. **Weapons**. The use and discharge of weapons within the Properties is prohibited. The term "**weapons**" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take any action to enforce this Section.

Section 15.12. **Irrigation**. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, with the exception of the Association who may draw water from the

lakes for purposes of irrigation of Common Areas. Irrigation wells are prohibited for Lots. The source of irrigation water for the Lots will be potable water received from the water utility serving the Community. Each Owner shall be required to install and maintain an underground sprinkler system on a Lot, which shall be installed as part of the original construction of the Owner's home. Irrigation systems for each Owner's Lot shall be installed and maintained in accordance with the Design Review Manual and the Community-Wide Standards. Neighborhood Associations may maintain the underground sprinkler system on a Lot as part of its landscape maintenance to the Lots.

Section 15.13. **Tents, Trailers and Temporary Structures**. Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, basement or other structure of a temporary nature shall be placed upon any Lot.

Section 15.14. **Insurance Rates**. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Areas which would result in the cancellation of insurance on any Property insured by the Association or which would be in violation of any law.

Section 15.15. **Sight Distance at Intersections**. All property located at street intersections shall be landscaped so as to permit clear sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board of Directors.

Section 15.16. **Utility Lines**. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction and lines within the Property as the same exist on the date hereof.

Section 15.17. **Wetlands, Lakes and Water Bodies**. All lakes, ponds and streams within the Properties, if any, shall be designated as aesthetic amenities only. No swimming, boating, playing, fishing or use of personal flotation devices, shall be permitted, unless specifically authorized by the owner of the lakes, ponds and streams. One (1) or more areas within the Properties may be designated as a conservation or preservation tract or buffer area, or may otherwise be subjected to a conservation easement for the purposes of protection of wetlands, protected and endangered species and valuable habitat. Use of such protected areas is restricted and may be used only as use is permitted by owner of such property. The Association shall not be responsible for any loss, damage or injury to any Person or property arising out of the authorized or unauthorized use or lakes, ponds or streams within the Properties.

Section 15.18. **Recreational Facilities**. Any pool, tennis, swim, playground or other recreation areas furnished by the Association, any Neighborhood Association, the CDD, or erected within the Properties, shall be used at the risk of the user, and neither Declarant, Association nor any Neighborhood Association, nor the CDD, shall be held liable to any Person for any claim, damage or injury occurring thereon or related to use thereof. Each Owner agrees to indemnify, defend and hold harmless the Association, any Neighborhood Association, Declarant their respective partners, shareholders, directors, officers, employees and agents for any claims, demands, losses, costs, fees and expenses related to, or in any way pertaining to, use of any recreational facilities furnished by Declarant, the Association or Neighborhood Association or the CDD by the Owner, his family members, guests, lessees and invitees. Prior

to Turnover, Declarant and its affiliates have the right to schedule and hold marketing, promotional and other events using the recreational facilities within the Property (including the Clubhouse defined herein). Both before and after the Turnover, Declarant and its affiliates further have the right to promote the St. Johns Forest in advertisements, promotional materials and other promotional media by making reference to the recreational facilities, including use of photographs of the recreational facilities (including the Clubhouse) and activities taking place there. During such promotional events, Owner, his family members, guests, lessees and invitees may not be permitted full use of the facilities.

Section 15.19. **Business Use**. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity in not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of Lot and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "**business**" and "**trade**," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family, and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this Section.

Section 15.20. **Leasing of Lots**.

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Section 15.21. **Definition**. "**Leasing**," for purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument.

Section 15.22. **Leasing Provisions**. Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family within the first degree of relationship by blood, adoption or marriage. The minimum lease term for any Lot within the Properties is nine (9) months, and no more than two (2) leases may be made on any Lot in any one (1) calendar year. The terms and restrictions on leasing of Lots within a Neighborhood may be further restricted as provided in a Supplemental Declaration for a Neighborhood or the Neighborhood Documents.

Section 15.23. **Landscaping**. Each Owner shall be responsible for maintenance of landscaping on Lots and adjacent areas as required by this Declaration. Except to the extent otherwise provided herein, the Association shall be responsible for trimming, fertilizing and replacing the street trees. Installation and removal of landscaping shall be subject to the prior approval of the DRC. No trees or other landscaping shall be removed, except for diseased or

dead trees or other landscaping, and trees or landscaping needing to be removed to promote the growth of other landscaping or for safety reasons, and such removal may be conditioned upon replacement of removed trees and landscaping, at Owner's expense.

Section 15.24. **Septic Tanks**. Septic tanks are not permitted on any portion of the property, except for sales centers and construction offices.

Section 15.25. **Wells and Drainage**. No private water system shall be constructed on any Lot. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant or the Association may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Declarant hereby reserves for itself, the CDD and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow, provided the same shall not unreasonably interfere with an Owner's use of the Property.

Section 15.26. **Completion and Sale of Homes.** No person shall interfere with the completion and sale of homes within St. Johns Forest. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF SIGNS DEEMED BY THE BOARD OF DIRECTORS TO BE OFFENSIVE OR NOT IN THE BEST INTERESTS OF THE DEVELOPMENT, SALE AND ENJOYMENT OF ST. JOHNS FOREST ARE STRICTLY PROHIBITED AND, UPON NOTICE, SUCH SIGNS SHALL BE PROMPTLY REMOVED. UPON NOTICE, THE ASSOCIATION HAS THE RIGHT TO REMOVE OFFENSIVE SIGNS, EVEN IF ON PRIVATE PROPERTY, THE EXERCISE OF WHICH SHALL NOT BE DEEMED A TRESPASS.

Section 15.27. **Children's Use of Common Areas**. Minors shall not be permitted to use the Common Area except under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except under such conditions as the Board may from time to time establish. Parents shall be responsible for all actions of their minor children at all times in and about the Property.

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Section 15.28. **Approval by DRC**. The following use restrictions are restrictions that permit or prohibit certain conduct or uses and require certain permitted uses to be approved by the DRC in accordance with ARTICLE 14. The following restrictions are illustrative only and shall in no event be deemed a comprehensive list of items subject to approval in accordance with ARTICLE 14.

Section 15.29. **Signs**. No sign, billboard or advertisement of any kind, including, without limitation, those of realtors, contractors, subcontractors and "For Sale," shall be erected within the Properties without the written consent of the DRC, except as may be required by legal proceedings or applicable law, and except signs, regardless of size, used by Declarant, its successor and assigns, and replacement of such signs (similar or otherwise). If permission is granted to any Owner to erect a sign within the Properties, the DRC reserves the right to restrict the size, color, lettering, height, material and location of the sign. Except for Declarant, under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Properties be permitted within the Properties. No sign shall be nailed or otherwise attached to trees.

Section 15.30. **Driveways, Walkways and Mailboxes**. All driveways, sidewalks and mailboxes shall be maintained in the style and color originally established or approved in

accordance with ARTICLE 14. The DRC may, in its discretion, adopt a uniform style and color for mailboxes within the Property or any Neighborhood.

Section 15.31. **Pools**. No above-ground pools shall be erected, constructed or installed on any Lot, except that above-ground pools which are integrated within the construction of a building or decking around the building, and above-ground spas or jacuzzis may be permitted, if approved in accordance with ARTICLE 14.

Section 15.32. **Air Conditioning Units**. No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be placed at the side or rear of a Lot and shall be screened from view of Common Property and adjacent Lots.

Section 15.33. **Lighting**. All exterior lights must be approved in accordance with ARTICLE 14, with the exception of seasonal Christmas or holiday decorative lights, which may only be displayed between Thanksgiving and January 10th, and are not permitted to remain fixed on the Property outside of these dates designated for display.

Section 15.34. **Exterior Sculptures and Similar Items; Flags; Artificial Vegetation**. All exterior sculpture, fountains, flags and similar items must be approved in accordance with ARTICLE 14; provided, however, that nothing herein shall prohibit the appropriate display of the American Flag in a respectful manner in accordance with the applicable Florida and Federal laws. Artificial, non-living vegetation is not allowed.

Section 15.35. **Energy Conservation Equipment**. No solar energy collector panels, or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot, unless it is an integral and harmonious part of the architectural design of a structure and is approved in accordance with ARTICLE 14.

Section 15.36. **Fences**. No dog runs, animal pens or fences of any kind shall be permitted on any Lot, except as approved in accordance with ARTICLE 14.

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Section 15.37. **On-Site Fuel Storage**. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This Section shall not apply to Declarant or its designee who may, but shall not be required to, provide an underground gas distribution system to service Lots. This restriction is designed to reduce environmental risks associated with fuel storage and to minimize the hazards associated with on-site fuel storage.

Section 15.38. **Play Equipment, Etc**. All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in ARTICLE 14, and subject to limitations contained in the Design Review Manual.

Section 15.39. **Window Coverings**. All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a

white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, as approved pursuant to ARTICLE 14. Reflective window coverings are prohibited. No awnings, canopies or shutters shall be permanently installed on the exterior of any building, unless first approved in accordance with ARTICLE 14. Temporary storm shutters are permitted but are subject to the limitations contained in the Design Review Manual. Permanent storm shutters are permitted only when incorporated into the design of the home and approved by the DRC.

Section 15.40. **Pool Enclosures**. Screened pool enclosures shall comply with the Design Review Manual. Screen enclosures shall be integrated within the principal structure and shall be subject to design and approval of appearance (color, style, etc.) by the DRC, which may differ by Neighborhood.

ARTICLE 16. CABLE TELEVISION SYSTEM

Section 16.1. **CATV Agreement**. The Association may, but shall not be required to, enter into a bulk rate cable television agreement (the "**CATV Agreement**") for all or a portion of the Properties. If a CATV Agreement is entered into, all Lots subject to the CATV Agreement shall be charged for cable and other services covered by the CATV Agreement, regardless of whether the Owner desires or utilizes the services. Such charge may be a part of the Common Assessment or a Benefit Assessment. It is anticipated that if the CATV Agreement is entered into by the Association, other services offered by the cable provider will be available on an individual subscriber basis.

Section 16.2. **Easements**. Declarant, the Association and any Neighborhood Association shall have the right to grant blanket and specific easements to the cable provider in any Common Area for installation and maintenance of the cable television system, including, without limitation, access, design, mapping, installation, construction, replacement and service of such system, including, but not limited to, head-ends, wiring, control boxes, switches and amplifiers. The cable provider shall also have the right to use such easement areas dedicated for utilities. Notwithstanding anything to the contrary, the cable provider shall retain ownership of all cable television equipment installed within the Common Areas and easements.

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Section 16.3. **Rights to Incentives from CATV Provider**. Any access fee, per Lot fee or other incentives paid by the CATV provider shall be retained by Declarant. The Association and each Owner have no interest therein, and each waives any claim to such fees or incentives.

ARTICLE 17. NATURAL GAS SYSTEM

Section 17.1. **Installation**. Peoples Gas shall have the right, but not the obligation, to install and operate an underground gas distribution system which will provide natural gas to the Properties. Peoples Gas shall be responsible for installation and maintenance of the underground gas distribution system to the boundary of each Lot.

Section 17.2. **Natural Gas Service**. The Design Review Manual may require that residential structures on Lots be constructed with gas lines to permit natural gas service to such Lots for at least a minimum number of significant gas appliances as set forth in therein. Neither Declarant, the Association nor any Neighborhood Association shall be liable to the Owner for any interruption in gas service, the quality of service, the source of gas or any damage to any property, real or personal, caused by providing or not providing gas service. Any access fee, per Lot fee, other incentives (e.g., per appliance rebates) paid by the natural gas utility provider

or the Public Service Commission for establishing the natural gas service shall be retained by Declarant, and the Association and each Owner shall have no interest therein, and each waives any claim to such fees, rebates and/or incentives.

ARTICLE 18. GENERAL PROVISIONS

Section 18.1. **Term**. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein. Notwithstanding the foregoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Properties or any portion of the Properties which is subject to the rules, ordinances or regulations of the federal government, the State of Florida or the County of St. Johns, or any agency or body of the foregoing, shall be applicable to the Properties in perpetuity, unless the waiver of same shall have been obtained from the appropriate party, or unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

Section 18.2. **Amendment**. Until the Turnover, Declarant, to the maximum extent permitted by law, may unilaterally amend this Declaration. Prior to Turnover, the Class "A" Members may not amend this Declaration. After Turnover, this Declaration may be amended by the Board of Directors, provided any amendment which has a materially adverse effect on the Owner of a Lot shall require the affirmative vote (in person or by alternate), or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes in the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records.

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant, as the case may be, or the assignee of such right or privilege.

Notwithstanding anything to the contrary set forth in this Section 18.1, no amendment shall be effective without the written joinder and consent of Declarant and Merchant Builders [so long as Declarant or any Merchant Builder owns one (1) or more Lots within the Properties] to the amendment.

Section 18.3. **Release**. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT ST. JOHNS FOREST TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIRE, SATISFY

AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AND ITS AFFILIATES AND ASSIGNS FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION OR THE EXHIBITS HERETO, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

Section 18.4. **Indemnification**. The Association shall, to the broadest extent possible by applicable statute and law, indemnify and hold harmless every officer, director, and committee member against any and all expenses, including counsel and paralegal fees, reasonably incurred by, or imposed upon, such officer, director, or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being, or having been, an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

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Section 18.5. **Severability**. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. In the event that a term or provision conflicts with current law, such provision shall be deemed to be amended or construed to be according to current law.

Section 18.6. **Right of Entry**. The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Declaration, the Bylaws and such right shall also extend to the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel, in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which is in violation of this Declaration, in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board. Owner has a duty to secure and control pets and take other reasonable measures to enable the Association and all other parties to exercise their rights hereunder.

Section 18.7. **Perpetuities**. If any of the covenants, conditions, restrictions, or the provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States of America.

Section 18.8. **Litigation**. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of the Members as hereinafter provided. The Association shall prepare a budget of the total estimated cost of the litigation, which shall be submitted to the Members for a vote, along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost and fees of the litigation made by the attorney being retained by the Association for the litigation. The Association shall assess all Owners (other than Declarant and Merchant Builders) by Special Assessment for the total estimated costs and fees of the proposed litigation, and no funds from Common Assessments or other sources may be used for such purpose. The Special Assessment must be more than seventy-five percent (75%) collected prior to institution of legal proceedings. Both the proposed commencement of litigation and the budget and assessment for the litigation must be approved by a vote of the Members representing seventy-five (75%) percent of the total votes of the Association. This Section shall not apply, however, to (a) actions brought by the Association to collect Assessments or enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended, unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 18.9. **Cumulative Effect; Conflict**. The covenants, restrictions and provisions of this Declaration shall be cumulative with those of any Neighborhood Association, and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any articles of incorporation, bylaws, rules and regulations, policies or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Association. The Association shall have the right to approve the terms and provisions of any Neighborhood declaration, by-laws and rules and regulations. The foregoing priorities shall apply, but not be limited to, the liens for Assessments created in favor of the Association.

Section 18.10. **Use of the Term "St. Johns Forest."** Declarant retains all rights in and to the name, **"St. Johns Forest"** and any associated logo. No person shall use the term "**St. Johns Forest**" or any derivative thereof or logo in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term "**St. Johns Forest**" in printed or promotional matter where such term is used solely to specify that particular property is located within **"St. Johns Forest,"** and the Association shall be entitled to use the word "**St. Johns Forest**" in its name.

Section 18.11. **Compliance**. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all legally enforceable provisions of this Declaration, the Bylaws and Rules and Regulations of the Association. Failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Association or, in a proper case, by any aggrieved party. Further, in

the event of any violation of any ordinances, rules or restrictions imposed by the County of St. Johns, Florida, the Army Corps of Engineers, other governmental authorities or agencies with respect to the Properties, such parties may, without the consent of the Association or any Person, seek judicial enforcement of such ordinances, rules or restrictions and, if such enforcement shall be required by a court of competent jurisdiction, such parties shall be entitled, in addition to all other awards or directions of enforcement, to all reasonable attorney's fees and court costs incurred by it relative to its enforcement of the foregoing.

Section 18.12. **Independent Builders**. The Property is a master-planned single family residential community being developed by Declarant. The individual buildings constructed within the Properties may be constructed by Declarant, Merchant Builders or others who are independent contractors who purchase unimproved Lots from Declarant. If a building is constructed by a person or entity other than Declarant, Declarant shall have no liability whatsoever for such builder's activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor of such builder.

Section 18.13. **Notice of Transfer of Lot**. In the event that any Owner (other than Declarant) desires to sell or otherwise transfer title of his or her Lot (by sale, gift or judicial decree), such Owner shall give the Board of Directors at least seven (7) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and the contribution required by Section 13.12 or 13.13 hereof is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all Assessments, notwithstanding the transfer of title to the Lot.

Section 18.14. **Documents to Grantees**. All Lot Owners shall be obligated to deliver the documents originally received from Declarant (or copies thereof, which may be obtained from the Association) containing this Declaration, all amendments and Supplements thereto, any Neighborhood Documents, and all other declarations and documents, to any grantee of such Owners. Copies may be acquired from the Association for a reasonable reproduction fee.

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Section 18.15. **Dissolution of Association**. The Association shall not be dissolved, nor shall it dispose of any real property contained within the Common Area by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Areas), without the prior approval of all Owners, their mortgagees and any governmental agencies having jurisdiction over the Properties.

Section 18.16. **Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Properties**. Each Owner, on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns, acknowledges and agrees that the completion of the development of the Property may occur over an extended period of time and that, incident to such development and the construction associated therewith, the quiet use and enjoyment of the Properties and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Properties owned by Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns, does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Properties. Each Owner, on behalf of such Owner's heirs, personal representatives,

successors, mortgagees, lienors and assigns, agrees that the development, construction and completion of the balance of the Properties may interfere with such Owner's current views, and diminish the same and each such Owner, on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns, does hereby release Declarant, its successors in interest and others involved, from all claims that they may have in connection therewith.

Section 18.17. **Pronouns**. In this Declaration, the use of any gender shall be deemed to include all genders and use of the singular shall include the plural, wherever appropriate to further the intention of this Declaration.

Section 18.18. **Security**. Declarant or the Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. **NEITHER THE ASSOCIATION NOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE ASSOCIATION NOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM OR SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO THE DESIGN REVIEW MANUAL ESTABLISHED BY DECLARANT OR THE DESIGN REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP OR OTHERWISE, THAT FIRE PROTECTION OR SECURITY SYSTEMS WILL, IN ALL CASES, PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DECLARANT ARE NOT INSURERS, AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY FIRE AND/OR SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.**

Section 18.19. **Disclaimer of Association Liability. AS USED IN THIS ARTICLE, "ASSOCIATIONS" SHALL MEAN THE ASSOCIATION, ALL NEIGHBORHOOD ASSOCIATIONS HAVING JURISDICTION OVER PORTIONS OF ST. JOHNS FOREST, AND ALL COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, AND SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING.**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATIONS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATIONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, MEMBER, OCCUPANT OR USER OF ANY PORTION OF ST. JOHNS FOREST, OR THEIR GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS, OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

Section 18.19.1. **IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATIONS AND WHICH GOVERN OR REGULATE THE USES OF ST. JOHNS FOREST, HAVE BEEN WRITTEN AND ARE TO BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF ST. JOHNS FOREST AND THE VALUE THEREOF;** AND,

Section 18.19.2. **THE ASSOCIATIONS ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA OR ST. JOHNS COUNTY OR THE PREVENTION OF TORTIOUS ACTIVITIES**.

EACH MEMBER (BY VIRTUE OF HIS OR HER ACQUISITION OF A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF ST. JOHNS FOREST (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) 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 WHICH THE LIABILITY OF THE ASSOCIATIONS HAS BEEN DISCLAIMED IN THIS ARTICLE. EACH MEMBER DOES HEREBY RELEASE DECLARANT AND THE ASSOCIATIONS FROM ALL LIABILITY FROM INJURY AND/OR ACCIDENTAL DEATH DUE TO ADVERSE WEATHER AND ALL EFFECTS AND RESULTS THEREOF.

Section 18.20. **Non-Condominium / Non-Cooperative**. The Association created pursuant to this Declaration and the Articles of Incorporation of the Association do not, and are not intended to, constitute a condominium association or a cooperative association. The Properties are not intended to be condominium property or cooperative property under applicable law, except as otherwise specifically provided in a declaration of condominium or cooperative. This Declaration is not part of the common elements of any condominium or cooperative, unless subjected to a declaration of condominium or cooperative encumbering any such property.

Section 18.21. **Waiver of Jury Trial**. In the event there is a dispute concerning the rights, obligations or remedies of an Owner or Declarant under this Declaration, such matter will be submitted to a court of competent jurisdiction. DECLARANT, THE ASSOCIATION AND ALL OWNERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE CONCERNING THE RIGHTS, OBLIGATIONS OR REMEDIES OF DECLARANT OR ANY OWNER UNDER THE DECLARATION OR ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY COUNTERCLAIMS, CROSS-CLAIMS OR THIRD-PARTY CLAIMS) BASED HEREON, OR

ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DECLARATION, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF SUCH PARTY.

Section 18.22. **Refund of Taxes and Other Charges**. Unless otherwise provided herein, the Association and any Neighborhood Association agree that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded, in whole or in part, shall be returned to Declarant in the event such refund is received by the Association or any Neighborhood Association.

Section 18.23. **Special Disclosures**. The PUD contains restrictions on development and use of the Properties. Owners shall expressly comply with such restrictions and other restrictions contained in agreements governing use of the Properties. Without limiting the generality of the foregoing, each Owner acknowledges and agrees:

Section 18.23.1. Access through the gated entry along Russell Sampson Road is restricted to residents and emergency vehicles.

Section 18.23.2. Buyer acknowledges the Community is located in proximity to existing working farms. As a result, noises and/or odors associated with farming activities may be present within the Community.

ARTICLE 19. MORTGAGEE/PROVISIONS

The following provisions are for the benefit of First Mortgagees holding mortgages on Lots. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 19.1. **Notice to Mortgagee**. A First Mortgagee who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), will be entitled to timely written notice of:

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Section 19.1.1. any condemnation loss or any casualty loss which affects a material portion of the Properties;

Section 19.1.2. any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the mortgage of such First Mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any First Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by such Owner of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

Section 19.1.3. any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

Section 19.1.4. any proposed action which would require the consent of a specified percentage of eligible holders.

Section 19.2. **Taxes**. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance

coverage upon the lapse of an Association policy, and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 19.3. **No Priority**. No provision of this Declaration or the Bylaws gives, or shall be construed as giving, any Owner or other party priority over any rights of the First Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 19.4. **Notice to Association**. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

Section 19.5. **Amendment by Board**. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate amendment to the provisions of this Article or make any such requirement less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 19.6. **Applicability of this Article**. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 19.7. **Failure of Mortgagee to Respond**. Any Institutional Lender who received a written request from the Board to respond to, or consent to, any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Lender within thirty (30) days of the date of the Association's request.

ARTICLE 20. DECLARANT'S RIGHTS AND OBLIGATIONS

Section 20.1. Declarant and its successors or assigns will undertake the work of construction of buildings, dwellings and improvements related thereto through completion thereof, including certain recreational amenities to be situated upon Common Areas, which are currently anticipated to include, without limitation, the following:

Section 20.1.1. Clubhouse facilities of approximately 5400 square feet, generally including:

Section 20.1.1.1 A gathering room with reception desk, casual seating area and fireplace;

Section 20.1.1.2 A welcome center, consisting of display area and two (2) offices; which, after expiration of the Lease may be converted by the Association to other uses, at the Association's expense;

Section 20.1.1.3 Bar / informal kitchen with service window to pool terrace and bar counter service to gathering room;

Section 20.1.1.4 Men's and women's restrooms;

Section 20.1.1.5 Fitness area with separate offices and pool restrooms; and

Section 20.1.2. Pool Amenities, including:

Section 20.1.2.1 Pool with water slide and active water column feature;

Section 20.1.2.2 Pool deck / lounge area surrounding pools;

Section 20.1.2.3 Overflow lawn / gathering space;

Section 20.1.3. Children's tot-lot / playground with one play structure;

Section 20.1.4. Covered pavilion structure at playground;

Section 20.1.5. One (1) full-court and one (1) half-court basketball court;

Section 20.1.6. Two (2) lighted tennis courts;

Section 20.1.7. Multi-purpose playfield (not full-size regulation soccer field);

Section 20.1.8. Hockey court;

Section 20.1.9. Paved parking lot;

Section 20.2. Declarant, in its sole discretion, will determine the plans and specifications, design changes, modifications and final amenities to be constructed. The completion of that work, and the development, sale and other disposal of Lots, is essential to the establishment and welfare of the Property as a community. As used in this Section and its subparagraphs, the words "its successor or assigns" specifically do not include purchasers of completed Lots. In order that said work may be completed and St. Johns Forest established as a fully-occupied community as rapidly as possible, no Owner or the Association shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to permit the Association or any Member or Owner to take any action which:

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Section 20.2.1. Prevents Declarant or the Association and their respective successors or assigns, or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Properties may be modified by Declarant at any time and from time to time, without notice); or

Section 20.2.2. Prevents Declarant, its successors or assigns or its or their contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing St. Johns Forest as a community and disposing of the same by sale, lease or otherwise; or

Section 20.2.3. Prevents Declarant, its successors or assigns or its or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant or its successors or assigns, its or their business of developing, subdividing, grading

and constructing improvements on the Properties and of disposing of Lots therein by sale, lease or otherwise; or

Section 20.2.4. Prevents Declarant, its successors or assigns, from determining, in its sole discretion, the nature of any type of improvements to be constructed as part of St. Johns Forest.

Any or all of the special rights and obligations of Declarant may be transferred, in whole or in part, to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Public Records.

Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas, so long as Declarant owns any portion of the Property primarily for development and/or resale; provided, no such easement shall adversely interfere in a material manner with the use of the Common Area by the Members.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Lots owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model lots and sales offices, and Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Lot owned by Declarant and the Clubhouse or any activity center which may be owned by the Association, as models, or information or sales offices, or for any other promotional purpose Declarant deems necessary or advisable to accomplish sale of Lots and homes within the Property.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect, unless subsequently approved by recorded consent signed by Declarant.

Section 20.3. **Future Easements and Modifications**. Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way to modify the boundary lines and, without limitation, to plat or replat portions of the Property for development of the Property. Declarant reserves the right to dedicate and convey to St. Johns County, Florida, upon its request, portions of the Property which are adjacent to the existing right-of-way for C.R. 210, which such portion of the Property may be utilized by the Property to increase the size of the existing road right-of-way for C.R. 210. The Association, any Neighborhood Association, each Owner and Merchant Builder agree to execute and deliver any and all agreements, documents, plats and instruments which are necessary or desirable to accomplish the provisions of this Section 20.3.

Section 20.4. **Site Plan**. Declarant reserves the right to modify the Site Plan at any time it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR MERCHANT BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS,

TOPOGRAPHICAL TABLES, SALES BROCHURES AND OTHER PAPERS RESPECTING ST. JOHNS FOREST. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW ST. JOHNS FOREST WILL APPEAR UPON COMPLETION, AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

Section 20.5. **Right to Enforce**. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community-Wide Standards and Rules and Regulations and to recover all costs relating thereto, including legal fees. Such right shall include the right to perform the obligations of the Neighborhood Associations and to recover all costs incurred in doing so.

Section 20.6. **Amendment**. This Article may not be amended without the express written consent of Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE 21. CDD

Section 21.1. **General**. Declarant and each Owner acknowledge that Declarant has caused to be established the CDD, as defined in Chapter 190, Florida Statutes. The CDD will provide certain urban community development services and will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such services. The CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities permitted by Florida law. The CDD will impose assessments on the Lots within St. Johns Forest in accordance with applicable law. These assessments will pay for the construction, operation and/or maintenance costs of certain public facilities within the CDD and will be set annually by the governing board of the CDD. These assessments are in addition to county and all other taxes and assessments provided for by law. The CDD shall also have the power to levy ad valorem taxes as provided by law. These fees, rates, charges, taxes and assessments will either appear on the annual real estate tax bill for each Owner, in which case they shall be payable directly to the St. Johns County Tax Collector, or they will appear on a separate bill issued to each Owner by the CDD. All taxes and assessments of the CDD shall constitute a lien upon those portions of St. Johns Forest owned by any Owner. The CDD shall have the power to issue any types of bonds permitted by Chapter 190, Florida Statutes.

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Section 21.2. **Assessments**. The Association and each Owner of a Lot covenant and agree, for themselves and their respective successors and assigns, to pay any and all community development assessments, fees, charges and taxes which may be imposed by the CDD upon such property to fund all or part of the cost of the acquisition, construction, operation and maintenance of community improvements and facilities, debt service thereof, and any other cost incurred by the CDD, and further agrees to abide by all of the CDD's rules and regulations, as they may be amended from time to time.

Section 21.3. **Required Disclosure**. Each contract for the initial sale of a Lot and/or home within the Property shall include, immediately prior to the space reserved in the contract for the signature of the purchaser, the following disclosure statement in boldfaced and conspicuous type which is larger than the type in the remaining text of the contract:

THE CDD MAY IMPOSE AND LEVY TAXES, OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY FOR 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 22. OTHER DISCLOSURES

Section 22.1. **Adjacent Agricultural Uses**. Property adjacent to, or in the vicinity of, the Property may be used for agricultural and equestrian purposes. Each Owner, by their acquisition of a Lot, acknowledges such uses may create noise or odors, or both, and is acquiring a Lot knowingly and voluntarily after such disclosure.

Section 22.2. **Buffer Fencing**. Buffer Tracts may be created by Plats of the Property. Buffer Tracts created to separate the Property from adjacent property may, pursuant to specific written agreement, be required to be fenced and landscaped. Such fencing and landscaping shall be maintained by the Association as required by the agreement, and the adjacent property owners shall be independent third party beneficiaries of the Association maintenance obligations with legal rights to enforce such obligations. The CDD is hereby granted a perpetual non-exclusive easement to install fencing and landscaping on Buffer Tracts.

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ARTICLE 23.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Witness:

TAYLOR WOODROW COMMUNITIES AT ST. JOHNS FOREST, L.L.C.,
a Florida limited liability company

Joanna Vealey
Print name: JOANNA VEALEY

By: C. Alexander Bratt
Print Name: C. Alexander Bratt
Its: Vice President

Gail A Shugart
Print name: GAIL A. SHUGART

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of May, 2004, by C. Alexander Bratt, as Vice President of Taylor Woodrow Communities at St. Johns Forest, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Patricia A Crane
Notary Public, State of Florida at Large
Printed Name: PATRICIA A. CRANE
Commission No.
My Commission Expires:

Patricia A Crane
My Commission CC941889
Expires July 25, 2004

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JOINDER OF ASSOCIATION

The undersigned hereby joins in this Declaration this 7th day of May, 2004.

Witness:

Joanna Vealey
Print name: JOANNA VEALEY

Gail A. Shugart
Print name: GAIL A. SHUGART

ST. JOHNS FOREST MASTER PROPERTY ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: C. Alexander Bratt
Print Name: C. Alexander Bratt
Its: Vice President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7th day of May, 2004 by C. Alexander Bratt, as Vice President of **St. Johns Forest Master Property Owners Association, Inc.**, a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me.

Patricia A. Crane
Notary Public, State of Florida at Large
Printed Name: PATRICIA A. CRANE
Commission No.
My Commission Expires:

Patricia A Crane
My Commission CC941889
Expires July 25, 2004

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JOINDER OF CDD

The undersigned hereby joins in this Declaration this 6TH day of MAY, 2004.

Witness:

Print name: LANA CAHILL

Print name: RITA JANE IACINO

ST. JOHNS FOREST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Marc I. Spencer, Chairman

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EXHIBIT "A"

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ST. JOHNS FOREST UNIT ONE

BEING A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA

CAPTION

A PARCEL OF LAND BEING A PORTION OF SECTIONS 17 AND 18, TOWNSHIP 5 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SECTION CORNER COMMON TO SAID SECTIONS 17 AND 18, AND SECTIONS 7 AND 8, SAID TOWNSHIP AND RANGE; THENCE SOUTH 88°45'15" WEST, ALONG THE NORTH LINE OF SAID SECTION 18, AND THE SOUTH LINE OF SECTION 7, A DISTANCE OF 196.66 FEET, TO A POINT SITUATE IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, AS SHOWN ON ST. JOHNS COUNTY ROAD PLAT BOOK 1, PAGES 9, 10, 11, 12 AND 13, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA, AS ESTABLISHED FOR MAINTENANCE PURPOSES, SAID RIGHT OF WAY OF RUSSELL SAMPSON ROAD HAVING AN UNDETERMINED RIGHT OF WAY WIDTH; THENCE SOUTH 42°11'10" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 443.75 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539, OF SAID PUBLIC RECORDS; THENCE SOUTH 30°00'45" WEST, ALONG THE NORTHWESTERLY LINE OF LAST SAID LANDS, A DISTANCE OF 967.59 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 60°11'22" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 700.12 FEET, TO THE MOST SOUTHERLY CORNER THEREOF AND THE POINT OF BEGINNING; THENCE NORTH 29°57'46" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 878.31 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD; THENCE SOUTH 58°51'42" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 667.67 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331 OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 31°23'00" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 369.89 FEET; THENCE SOUTH 58°57'13" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 358.28 FEET; THENCE NORTHEASTERLY, ALONG THE SOUTHEASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1007, PAGE 1331, OF SAID PUBLIC RECORDS, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: NORTH 30°59'00" EAST, 105.23 FEET; COURSE NO. 2: NORTH 25°04'06" EAST, 147.35 FEET; COURSE NO. 3: NORTH 43°53'44" EAST, 118.96 FEET, TO THE MOST EASTERLY CORNER OF SAID LAST MENTIONED LANDS, AND A POINT SITUATE IN SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, SAID RIGHT OF WAY AT THIS POINT BEING 100 FEET IN WIDTH, AS SHOWN ON THE PLAT OF MEEHAN ESTATES, AS RECORDED IN MAP BOOK 20, PAGES 34 AND 35 OF SAID PUBLIC RECORDS; THENCE SOUTH 58°38'54" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 146.28 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 4,439.30 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 299.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°34'54" EAST 299.54 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°30'53" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 71.53 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1,281.08 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF RUSSELL SAMPSON ROAD, A DISTANCE OF 257.06 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 56°45'58" EAST 256.63 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 51°01'03" EAST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 347.76 FEET, TO THE MOST NORTHERLY CORNER OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1026, PAGE 175 OF SAID PUBLIC

RECORDS; THENCE SOUTH 38°35'47" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 512.05 FEET, TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 55°13'14" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 506.95 FEET; THENCE SOUTH 88°47'17" EAST, ALONG THE SOUTH LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 69.97 FEET, TO A POINT SITUATE IN THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE SOUTH 00°23'28" EAST, ALONG SAID LAST MENTIONED LINE AND ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17, A DISTANCE OF 1,404.55 FEET, TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 41°11'29" WEST, A DISTANCE OF 0.36 FEET, TO A POINT SITUATE IN A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 137.10 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 58°45'36" EAST 136.43 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 453.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42°35'16" EAST 438.24 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 135.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 24°22'50" EAST 135.44 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 32°09'52" EAST, A DISTANCE OF 47.49 FEET, TO POINT BEING A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 60.00 FEET; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE A DISTANCE OF 94.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 77°10'06" EAST 84.85 FEET, TO A POINT LYING 13.00 FEET NORTHWESTERLY OF THE NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, FORMERLY STATE ROAD NO. S-210, (AS ESTABLISHED AS A 100 FOOT RIGHT OF WAY AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 7851-250, DATED FEBRUARY 14, 1951), SAID RIGHT OF WAY PRESENTLY BEING VARIABLE IN WIDTH; THENCE SOUTH 51°44'40" WEST, PARALLEL TO AND 13.00 FEET NORTHWESTERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, A DISTANCE OF 665.28 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2,229.01 FEET, SAID CURVE BEING CONCENTRIC TO AND 13.00 FEET NORTHWESTERLY OF THE CURVED NORTHWESTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD NO. C-210, HAVING A RADIUS OF 2,242.01 FEET; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE AND CONCENTRIC TO SAID NORTHWESTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. C-210, A DISTANCE OF 199.24 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 60°23'19" WEST, 199.17 FEET, TO A POINT SITUATE IN THE EASTERLY BOUNDARY OF THOSE CERTAIN LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1313, PAGE 239, OF SAID PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE NORTH 16°13'57" WEST, ALONG LAST SAID LINE, A DISTANCE OF 910.14 FEET; THENCE NORTH 61°46'51" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,030.39 FEET; THENCE SOUTH 89°23'20" WEST, ALONG THE NORTHERLY LINE OF SAID LAST MENTIONED LANDS, A DISTANCE OF 1,320.44 FEET, TO THE NORTHWEST CORNER THEREOF, AND A POINT SITUATE IN THE WEST LINE OF SAID SOUTHWEST 1/4 OF SECTION 17; THENCE NORTH 00°35'26" WEST, ALONG LAST SAID LINE, A DISTANCE OF 943.22 FEET, TO THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 17; THENCE SOUTH 89°41'46" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 713.24 FEET, TO A POINT; THENCE NORTH 00°18'14" WEST, A DISTANCE OF 477.68 FEET, TO A POINT; THENCE NORTH 51°30'21" EAST, A DISTANCE OF 312.75 FEET, TO A POINT; THENCE SOUTH 73°41'27" EAST, A DISTANCE OF 157.38 FEET, TO A POINT; THENCE NORTH 63°19'02" EAST, A DISTANCE OF 206.20 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 184.75 FEET, TO A POINT; THENCE NORTH 60°36'28" EAST, A DISTANCE OF 60.35 FEET, TO A POINT; THENCE NORTH 54°25'45" EAST, A DISTANCE OF 130.00 FEET, TO A POINT; THENCE NORTH 35°34'15" WEST, A DISTANCE OF 160.00 FEET, TO A POINT; THENCE NORTH 30°13'30" EAST, A DISTANCE OF 191.84 FEET, TO THE MOST SOUTHERLY CORNER OF AFORESAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1080, PAGE 539 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE POINT OF BEGINNING.

CONTAINING 7,167,629 SQUARE FEET AND/OR 164.55 ACRES, MORE OR LESS.