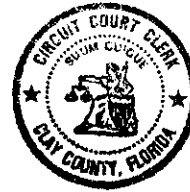


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TOWNCENTER AND EAST OF 17 AT EAGLE HARBOR

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, LIMITATIONS AND EASEMENTS

Return to:
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EAGLE HARBOR

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, LIMITATIONS AND EASEMENTS

TABLE OF CONTENTS

ARTICLE I

Statement of Purpose -1-

ARTICLE II

	<u>Definitions</u>	-1-
Section 1.	"Additional Property"	-1-
Section 2.	"Applicant"	-2-
Section 3.	"Architectural Planning Criteria"	-2-
Section 4.	"ARC"	-2-
Section 5.	"Articles"	-2-
Section 6.	"Assessments"	-2-
Section 7.	"Association"	-2-
Section 8.	"Board"	-2-
Section 9.	"Bylaws"	-2-
Section 10.	"Capital Assessments"	-2-
Section 11.	"CDD"	-2-
Section 12.	"Commercial Building"	-2-
Section 13.	"Commercial Parcel"	-2-
Section 14.	"Common Areas"	-2-
Section 15.	"Common Roads"	-3-
Section 16.	"Conservation Areas"	-3-
Section 17.	"Declarant"	-3-
Section 18.	"Declaration"	-3-
Section 19.	"Development Order"	-3-
Section 20.	"District"	-3-
Section 21.	"District Assessments"	-3-
Section 22.	"Dwelling Unit"	-3-
Section 23.	"Estate Lot"	-3-
Section 24.	"Improved"	-3-
Section 25.	"Improvement"	-3-
Section 26.	"Lot"	-4-
Section 27.	"Manor Lot"	-4-
Section 28.	"Master Plan"	-4-
Section 29.	"Member"	-4-
Section 30.	"Mortgagee"	-4-
Section 31.	"Multi-Family Dwelling Unit"	-4-
Section 32.	"Multi-Family Parcel"	-4-

Section 33.	"Neighborhood Area"	-4-
Section 34.	"Open Space"	-4-
Section 35.	"Other Land"	-4-
Section 36.	"Owner"	-4-
Section 37.	"Parcel"	-4-
Section 38.	"Patio Lot"	-4-
Section 39.	"Plat"	-5-
Section 40.	"Project"	-5-
Section 41.	"Property"	-5-
Section 42.	"Regular Assessments"	-5-
Section 43.	"Single-Family Dwelling Unit"	-5-
Section 44.	"Single-Family Parcel"	-5-
Section 45.	"Special Assessments"	-5-
Section 46.	"Villa Lot"	-5-
Section 47.	"Waterways"	-5-

ARTICLE III

	<u>Description of the Project</u>	-5-
Section 1.	<u>The Crossings at Fleming Island.</u>	-5-
Section 2.	<u>The Development Order.</u>	-6-
Section 3.	<u>The CDD.</u>	-6-
Section 4.	<u>Addition and Withdrawal of Property.</u>	-6-

ARTICLE IV

	<u>Architectural Control</u>	-6-
Section 1.	<u>Approval Required for All Improvements.</u>	-6-
Section 2.	<u>Submission and Review of Plans.</u>	-7-
Section 3.	<u>Plans and Specifications; Approval Process.</u>	-7-
Section 4.	<u>Commencement and Completion of Construction</u>	-8-
Section 5.	<u>Architectural Planning Criteria.</u>	-8-
Section 6.	<u>Additional Criteria; Modification; Waiver.</u>	-11-
Section 7.	<u>Remedies for Failure to Comply</u>	-12-
Section 8.	<u>Application Fees</u>	-12-
Section 9.	<u>Approval Not a Guarantee; Indemnity</u>	-12-
Section 10.	<u>Architectural Review Committee.</u>	-12-

ARTICLE V

	<u>General Use Restrictions</u>	-13-
Section 1.	<u>General Limitations on Use of Parcels</u>	-13-
Section 2.	<u>Commercial Parcels; Prohibited Uses.</u>	-13-
Section 3.	<u>No Further Division.</u>	-14-
Section 4.	<u>Lawful Use.</u>	-14-
Section 5.	<u>Nuisances.</u>	-14-
Section 6.	<u>Signs; Billboards.</u>	-14-

Section 7. Off-Street Operation of Motor Vehicles -14-
 Section 8. Noise -14-
 Section 9. Vibration -15-
 Section 10. Pets and Animals -16-
 Section 11. Hunting and Trapping; Firearms -16-
 Section 12. Vehicular Restrictions -16-
 Section 13. Open-Air Burning -16-
 Section 14. Garage Doors to be Closed -16-
 Section 15. Loading Docks -16-
 Section 16. Garage or Yard Sales -16-
 Section 17. Maintenance -16-
 Section 18. Additional Use Restrictions -17-
 Section 19. Declarant’s Activities Exempt -17-

ARTICLE VI

DRI Restrictions -17-

Section 1. Applicability; Compliance -17-
 Section 2. Specific DRI Restrictions -17-

ARTICLE VII

Common Areas -19-

Section 1. General -19-
 Section 2. Neighborhood Areas -19-
 Section 3. Conservation Areas -19-
 Section 4. Easements to Owners -20-
 Section 5. Common Road Easements -21-
 Section 6. Regulation of Traffic -21-
 Section 7. Dedication, Relocation, Closure -21-
 Section 8. Conveyance of Common Areas and Common Roads -21-

ARTICLE VIII

Lakes and Water Rights -22-

Section 1. Ownership; General Limitations -22-
 Section 2. Water Management and Drainage Control; Embankment
 Maintenance -22-
 Section 3. Use of Waterways -22-
 Section 4. Enforcement by St. Johns River Water Management District -23-
 Section 5. Limitations on Amendments -23-
 Section 6. Reservation of Lake Water Drainage and Use Easement Rights -23-

ARTICLE IX

	<u>General Easements and Reservations</u>	-23-
Section 1.	<u>Access, Utility and Drainage Easements.</u>	-23-
Section 2.	<u>Easement for Unintentional Encroachment.</u>	-24-
Section 3.	<u>Central Telecommunication Receiving and Distribution System.</u>	-24-

ARTICLE X

	<u>The Association</u>	-24-
Section 1.	<u>Association Duties and Powers.</u>	-24-
Section 2.	<u>Membership.</u>	-24-
Section 3.	<u>Classes of Membership.</u>	-25-
Section 4.	<u>Voting.</u>	-25-
Section 5.	<u>Composition of Board.</u>	-26-
Section 6.	<u>Districts.</u>	-26-
Section 7.	<u>Mergers</u>	-26-

ARTICLE XI

	<u>Assessments</u>	-26-
Section 1.	<u>Authority to Levy; Purpose.</u>	-26-
Section 2.	<u>Owner's Personal Obligation.</u>	-27-
Section 3.	<u>Lien</u>	-27-
Section 4.	<u>Association Budget; Financial Statements</u>	-27-
Section 5.	<u>Regular Assessments.</u>	-27-
Section 6.	<u>Increase in Assessments.</u>	-27-
Section 7.	<u>Special Assessments.</u>	-28-
Section 8.	<u>Capital Assessments.</u>	-28-
Section 9.	<u>District Assessments.</u>	-28-
Section 10.	<u>Special Assessments for Failure to Maintain Property.</u>	-28-
Section 11.	<u>Self-Maintenance Agreements</u>	-28-
Section 12.	<u>Exempt Property.</u>	-28-
Section 13.	<u>Association Certificate.</u>	-29-
Section 14.	<u>Failure to Give Notice or Revise Budget.</u>	-29-
Section 15.	<u>No Reduction in Services</u>	-29-
Section 16.	<u>Third Party Services</u>	-29-

ARTICLE XII

	<u>Casualty, Condemnation, Insurance and Reconstruction</u>	-29-
Section 1.	<u>Damage to or Condemnation of Common Areas.</u>	-29-
Section 2.	<u>Other Damage to or Condemnation of the Property.</u>	-29-
Section 3.	<u>Damage to Common Areas Due to Owner Negligence.</u>	-29-
Section 4.	<u>Association Casualty and Liability Insurance.</u>	-30-
Section 5.	<u>Liability Insurance for Board of Directors.</u>	-30-

	<u>Rights of Mortgagees</u>	-30-
Section 1.	<u>Notice Rights.</u>	-30-
Section 2.	<u>Mortgagee Information.</u>	-31-

ARTICLE XIV

	<u>Amendment</u>	-31-
Section 1.	<u>Amendment by Declarant.</u>	-31-
Section 2.	<u>Amendment With Owner Approval.</u>	-31-

ARTICLE XV

	<u>Miscellaneous</u>	-32-
Section 1.	<u>Enforcement; Waiver.</u>	-32-
Section 2.	<u>Costs of Enforcement; Fines</u>	-32-
Section 3.	<u>Assignment of Declarant Rights</u>	-32-
Section 4.	<u>Severability.</u>	-32-
Section 5.	<u>Term; Survival.</u>	-32-
Section 6.	<u>Additional Restrictions.</u>	-32-
Section 7.	<u>Limited Liability</u>	-32-
Section 8.	<u>Counterpart Execution</u>	-32-

**TOWNCENTER AND EAST OF 17 AT EAGLE HARBOR
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, LIMITATIONS AND EASEMENTS**

This Declaration is made this 1 day of December, 1997, by EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE, a Florida joint venture, whose address is 1880 Eagle Harbor Parkway, Orange Park, Florida 32073-9977 ("Declarant"), with respect to certain property owned by Declarant in Clay County, Florida and described hereinafter:

WITNESSETH THAT:

WHEREAS, Towncenter at Eagle Harbor consists of approximately 491 acres and East of 17 consists of approximately 202 acres all located in Clay County, Florida, and which Declarant is developing for various uses as set forth hereinafter; and

WHEREAS, Declarant wishes to provide an orderly and comprehensive framework for the development and use of the land within Towncenter and East of 17 at Eagle Harbor;

NOW, THEREFORE, Declarant hereby declares that all of the Property (defined hereinafter) shall be held, used and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which shall run with the Property and shall be binding on all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors and assigns:

ARTICLE I

Statement of Purpose

The purposes of this Declaration are to provide a framework for the development of the Property as a community which is both aesthetically appealing and functionally practical, to integrate the Property within the development standards established for the Project (defined hereinafter) as a whole and generally to preserve and enhance the value of the Property and the Project. Accordingly, certain objective standards are included where it is felt they will enhance and protect the community environment. However, Declarant recognizes that objective standards cannot be all inclusive and has reserved to itself and to the entities having jurisdiction over the Property certain discretionary authority as described hereinafter. Declarant intends that such discretion be exercised to promote and preserve the purposes of this Declaration and the common welfare of the residents and owners within Towncenter, East of 17 and within the Project.

ARTICLE II

Definitions

Section 1. "Additional Property" shall mean any land which is subjected to this Declaration at a later time in the manner set forth in Article III, Section 4.

Section 2. "Applicant" shall mean an Owner, the Association, the CDD or any other party seeking approval of proposed Improvements pursuant to Article IV.

Section 3. "Architectural Planning Criteria" shall mean those standards for design, construction and use of all Improvements on the Property set forth in Article IV, as the same may be supplemented or amended from time to time.

Section 4. "ARC" shall mean the Architectural Review Committee or Committees that may be established pursuant to Article IV.

Section 5. "Articles" shall mean the Articles of Incorporation of the Association, as the same may be amended from time to time.

Section 6. "Assessments" shall mean all assessments, levies, fines or other charges enacted by the Association against the Owners and the Property pursuant to Article XI.

Section 7. "Association" shall mean the Towncenter and East of 17 at Eagle Harbor Association, Inc., its successors and assigns.

Section 8. "Board" shall mean the board of directors of the Association.

Section 9. "Bylaws" shall mean the Bylaws of the Association, as the same may be amended from time to time.

Section 10. "Capital Assessments" shall mean Assessments levied pursuant to Article XI, Section 8.

Section 11. "CDD" shall mean The Crossings at Fleming Island Community Development District established pursuant to Rule of the Florida Land and Water Adjudicatory Commission, effective November 30, 1989, under the terms of the Uniform Community Development District Act of 1980 (Chapter 190, Florida Statutes), as the same may be amended from time to time.

Section 12. "Commercial Building" shall mean any Improvement on any part of the Property intended for commercial, retail, governmental, religious, office, light industrial or similar use, for which a certificate of occupancy for such use has been issued by Clay County, Florida.

Section 13. "Commercial Parcel" shall mean any portion of the Property so designated (which designation shall include, but not be limited to, retail, office and light industrial) by Declarant in any deed, on any Plat, in the Development Order, or otherwise.

Section 14. "Common Areas" shall mean all areas of the Property so designated by Declarant in any deed, on any Plat, or otherwise and all Improvements located thereon. Common Areas may include, without limitation, Common Roads, parking lots, Open Space, Conservation Areas, Waterways, walkways, boardwalks, bike paths, street lighting, signage, recreational amenities, administrative facilities, landscaping and community gardens, and access,

utility, drainage and similar easements reserved or granted for the common use and enjoyment of the Owners. Common Areas shall not include any portion of the Conservation Areas or Waterways conveyed or intended to be conveyed by Declarant to an Owner as a part of a Parcel.

Section 15. "Common Roads" shall mean the roads, if any, located within the Property which are not dedicated to the public, but which are intended by Declarant for the use of all Owners. Common Roads shall not include private roadways, parking lots and parking areas located within the boundaries of any Parcel or any condominium or similar private subdivision located within the Property and maintained by the Owners of such Parcel, condominium or subdivision.

Section 16. "Conservation Areas" shall mean all areas so designated by Declarant in any deed, on any Plat or otherwise or so designated in the Development Order.

Section 17. "Declarant" shall mean Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, and those successors or assigns to whom such Joint Venture or any due successor or assignee thereof expressly transfers its rights hereunder pursuant to an instrument of transfer recorded in the public records of Clay County, Florida.

Section 18. "Declaration" shall mean this Towncenter and East of 17 at Eagle Harbor Declaration of Covenants, Conditions, Restrictions, Limitations and Easements, as the same may be amended from time to time.

Section 19. "Development Order" shall mean The Crossings At Fleming Island Development of Regional Impact ("DRI") Development Order, Ordinance 88-87, recorded in Official Records Book 1197, page 645 of the public records of Clay County, Florida, as the same may be amended from time to time.

Section 20. "District" shall mean any area of the Property designated as such pursuant to Article X, Section 6.

Section 21. "District Assessments" shall mean any Assessments levied pursuant to Article XI, Section 9.

Section 22. "Dwelling Unit" shall mean any single-family or multi-family housing unit constructed on the Property for which a certificate of occupancy has been issued by Clay County, Florida.

Section 23. "Estate Lot" means any Lot so designated by Declarant in any deed, on any Plat or otherwise.

Section 24. "Improved" shall mean any Parcel or portion thereof upon which there is one or more Dwelling Units or Commercial Buildings.

Section 25. "Improvement" shall mean any structure, building, paved area, fence, wall or hedge on any part of the Property (or any exterior alteration to any of the above including, without limitation, change of color) and landscaping in connection therewith.

Section 26. "Lot" shall mean any portion of the Property shown on a Plat and intended by Declarant to be Improved with a Single-Family Dwelling Unit.

Section 27. "Manor Lot" shall mean any Lot so designated by Declarant in any deed, on any Plat or otherwise.

Section 28. "Master Plan" shall mean the conceptual plan prepared by Declarant for overall development of the Property, as the same may be amended from time to time.

Section 29. "Member" shall mean those persons or entities entitled to Class "A", "B", "C", "D", or "E" membership in the Association as provided in Article X.

Section 30. "Mortgagee" shall mean any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration or Federal Housing Administration and/or a purchaser or guarantor of any such mortgage in the secondary market, including without limitation, the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation and Governmental National Mortgage Association, and Declarant, if it is holding a first mortgage on any portion of the Property.

Section 31. "Multi-Family Dwelling Unit" shall mean a Dwelling Unit which is an apartment, condominium unit or cooperative unit.

Section 32. "Multi-Family Parcel" shall mean any portion of the Property so designated by Declarant in any deed, on any Plat or otherwise and intended by Declarant for development with Multi-Family Dwelling Units.

Section 33. "Neighborhood Area" shall mean any portion of the Common Areas so designated by Declarant in any deed, on any Plat or otherwise.

Section 34. "Open Space" shall mean any portion of the Property so designated by Declarant in any deed, on any Plat or otherwise.

Section 35. "Other Land" shall mean all portions of the Property other than Parcels, Common Areas and any portion owned by the CDD or any governmental entity.

Section 36. "Owner" shall mean the owner of record of fee simple title to any Parcel, including, wherever the context of this Declaration makes it appropriate, members of such owner's immediate family, guests, invitees or tenants.

Section 37. "Parcel" shall mean any Lot, Multi-Family Parcel, Single-Family Parcel, or Commercial Parcel.

Section 38. "Patio Lot" shall mean any Lot so designated by Declarant in any deed, on any Plat or otherwise.

Section 39. "Plat" shall mean any plat of any portion of the Property recorded in the public records of Clay County, Florida, as the same may be amended from time to time.

Section 40. "Project" shall mean The Crossings at Fleming Island, a mixed-use development encompassing approximately 2,907 acres, which includes the Property.

Section 41. "Property" shall mean that certain real property described in Exhibit A.

Section 42. "Regular Assessments" shall mean Assessments levied pursuant to Article XI, Section 5.

Section 43. "Single-Family Dwelling Unit" shall mean a Dwelling Unit which is not a Multi-Family Dwelling Unit, including without limitation, patio homes, townhomes and zero-lot line Dwelling Units.

Section 44. "Single-Family Parcel" shall mean any portion of the Property so designated by Declarant in any deed, on any Plat or otherwise and intended by Declarant for development into Single-Family Dwelling Units, but which has not been subdivided into Lots.

Section 45. "Special Assessments" shall mean Assessments levied pursuant to Article XI.

Section 46. "Villa Lot" shall mean any Lot so designated by Declarant in any deed, on any Plat or otherwise.

Section 47. "Waterways" shall mean all lakes, ponds, rivers, creeks, streams and other waters and water courses located within the Property.

ARTICLE III

Description of the Project

Section 1. The Crossings at Fleming Island. The Project comprises a parcel of land consisting of approximately 2,907 acres and located in Clay County, Florida, south of the City of Orange Park. There are currently four separate areas intended for development within the Project:

(a) Eagle Harbor, consisting of approximately 1,135 acres located north of State Road 220 and west of U.S. 17, and intended by Declarant for development primarily as a residential subdivision. Eagle Harbor will also include the Golf Course, the Eagle Harbor Club, one or more Single-Family Parcels, Commercial Parcels and/or Multi-Family Parcels and related Common Areas and Common Roads.

(b) Towncenter, consisting of approximately 491 acres located south of County Road 220 and west of U.S. 17, and intended by Declarant for mixed-use development, with single-family residences, multi-family residences, an office park and retail, commercial and light industrial centers.

(c) Black Creek, consisting of approximately 745 acres located south of County Road 220, bounded on the south and west by the waters of Black Creek, and intended by Declarant for development as a low-density residential subdivision.

(d) East of 17, consisting of approximately 202 acres located along the easterly right-of-way of U.S. 17 and intended by Declarant for mixed-use development with single-family and multi-family residences and retail, office and commercial areas.

Section 2. The Development Order. The Project is a Development of Regional Impact pursuant to Chapter 380, Florida Statutes and the terms of the Development Order. The Development Order establishes certain powers, restrictions and obligations applicable to the Property and its terms are specifically incorporated herein by this reference. The Development Order primarily regulates the uses of the Property, including creation of certain development standards, establishment of Open Space, recreational areas, and Conservation Areas and similar matters. Certain specific use restrictions required by the Development Order are set forth in Article VI.

Section 3. The CDD. The CDD provides a mechanism for the funding, construction, ownership, operation and maintenance of infrastructure improvements within the Project, such as roads and bridges, water and waste water management and control systems, parks and recreational areas, fire prevention facilities, schools, security facilities and other improvements. The board of supervisors of the CDD is empowered to issue bonds to finance construction and operation of such improvements, impose assessments to provide funds for debt service on such bonds and fund CDD expenses and to impose use fees for CDD facilities.

Section 4. Addition and Withdrawal of Property. Until termination of the Class E membership in the Association, Declarant may subject additional property to this Declaration or may withdraw any portion of the Property or any Additional Property owned by it from the jurisdiction of this Declaration. Such additions or withdrawals shall be effected by amendments or supplements to this Declaration executed by Declarant and recorded in the public records of Clay County, Florida, without joinder or consent of any other party. By supplemental declaration, Declarant may limit or modify the provisions of this Declaration insofar as they apply to any Additional Property and portions of the Property, if any, then owned by Declarant, provided no such limitations or modifications shall be materially inconsistent with the Statement of Purpose contained in Article I of this Declaration. No withdrawal of property from the jurisdiction of this Declaration shall occur if such withdrawal would be materially inconsistent with such Statement of Purpose.

ARTICLE IV

Architectural Control

Section 1. Approval Required for All Improvements. In order to ensure the development of the Property as a community of the highest quality in which all Improvements are harmonious in architectural design and aesthetic appearance, Declarant reserves to itself the exclusive power and discretion to approve all Improvements made on the Property. No Improvements may be made on any part of the Property without the prior written consent of

Declarant obtained pursuant to the procedures set forth in this Article IV; provided however, that Applicants receiving approval of proposed Improvements may thereafter make minor changes to landscaping and vegetation without further approvals, so long as such changes are harmonious with the previously-approved landscaping plans.

Section 2. Submission and Review of Plans. Prior to making any Improvement, the Applicant wishing to make such Improvement shall submit detailed plans and specifications of the proposed Improvement meeting the requirements of Section 3 below to Declarant. Declarant shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or do not comply with the terms of this Declaration. Declarant shall evaluate each application for its total effect upon the Applicant's Parcel (or upon the Common Areas in the event the Applicant is the Association or the CDD) and the overall Property. This evaluation may involve matters of judgment and taste which cannot be reduced to an objective list of measurable criteria. It is possible that a proposed Improvement which satisfies individual criteria delineated in this Article IV may be disapproved, if in the sole discretion of Declarant the proposed Improvement is unacceptable. The approval of any Improvement shall not obligate Declarant to approve applications involving similar designs, aesthetic appearance or locations on a Parcel for other proposed Improvements.

Section 3. Plans and Specifications; Approval Process. In connection with review of any proposed Improvement, and unless waived by Declarant, the Applicant shall submit the following documents (prepared by duly licensed architects, engineers, landscape architects or similarly qualified professionals) accompanied by such additional information and materials which in the opinion of Declarant may be required for its review:

- (a) Site plan showing all property lines, setbacks, easements, flood plain boundaries, Waterway boundaries, Conservation Area boundaries, eagle protection zones, existing trees having a diameter of six (6) inches or more measured at a height three (3) feet above the ground, drives, fences and underground trench locations, and existing and proposed surface contours and elevations of the portion of the Property in question;
- (b) Scaled floor plan or plans;
- (c) Elevation drawings of all sides of any contemplated structures;
- (d) Summary specification list of proposed materials and samples or photographs of exterior materials and colors which cannot be adequately described; and
- (e) Landscaping plans showing location, quantity and species of plants, trees and other vegetation proposed for use.

Declarant shall preliminarily approve or disapprove proposed Improvements within forty-five (45) days after receipt of a written request for approval from the Applicant accompanied by all items required for review, each in form and substance acceptable to Declarant. Declarant's failure to act within such period shall constitute preliminary approval. Upon preliminary approval, final construction documents or plans in form and substance acceptable to Declarant shall be submitted, which shall be approved or disapproved within forty-five (45)

days after receipt. Declarant's failure to act within such period shall constitute final approval. Upon final approval, the work may begin.

Section 4. Commencement and Completion of Construction. The Applicant shall commence construction of Improvements within six (6) months after receiving final approval as provided in Section 3 of this Article IV and thereafter shall diligently proceed toward completion. For Single-Family Dwelling Units, the exterior of the structure and the landscaping shall be completed within twelve (12) months after commencement of construction. For Improvements on Multi-Family Parcels, Commercial Parcels or Common Areas, Declarant shall establish completion deadlines when issuing its final approval. Failure to commence, proceed or complete construction as required herein or by Declarant shall void the approval, in which event the Applicant shall immediately cease work on such Improvement. Prior to re-commencing work, the Applicant shall re-submit an application for approval as provided in this Article IV.

Section 5. Architectural Planning Criteria. In order to achieve the objectives stated in Section 1 of this Article IV and to help Applicants plan and design proposed Improvements, the following standards are adopted as initial Architectural Planning Criteria to be followed in the design and construction of all Improvements:

(a) Single-Family Dwelling Units; Maximum Height; Square Footage. No Single-Family Dwelling Unit or other structure located on a Lot shall exceed three (3) stories in height. No Single-Family Dwelling Unit shall contain less than 2,000 square feet of heated and air conditioned enclosed living space for Estate Lots, 1,600 square feet of such space for Manor Lots, 1,200 square feet of such space for Villa Lots and 1,000 square feet of such space for Patio Lots.

(b) Multi-Family Dwelling Units; Maximum Height; Square Footage. No Multi-Family Dwelling Unit or other structure located on a Multi-Family Parcel shall exceed three (3) stories in height. No Multi-Family Dwelling Unit shall have less than 600 square feet of heated and air conditioned enclosed living space.

(c) Commercial Buildings and Parcels; Maximum Height; Parking and Buffer Requirements. No Commercial Building or other structure located on a Commercial Parcel shall exceed three (3) stories in height. Each Improved Commercial Parcel shall have a minimum of four (4) parking spaces per each one thousand (1,000) square feet of gross building area in Commercial Buildings located on such Parcel. The minimum size for parking spaces shall be nine (9) feet wide by eighteen (18) feet long. Landscaping plans for Improved Commercial Parcels shall include buffers between such Parcels and adjoining Lots, Multi-Family Parcels or recreational areas. Buffers may be effected with natural vegetation where the same exists, by landscaping where natural vegetation is not abundant, by installation of walls or fences or by combination of the above.

(d) Setback Lines for Commercial Parcels. Setback lines for Commercial Buildings, shall be: (i) twenty (20) feet from the front and rear boundary lines of the Commercial Parcel on which such Commercial Building is located; and (ii) fifteen (15) feet from the side boundary lines of such Parcel.

(e) Lots and Multi-Family Residential Parcels; Parking and Buffer Requirements. Improved Lots and Multi-Family Parcels shall include two off-street parking spaces per Dwelling Unit. Landscaping plans for Multi-Family Parcels shall include buffers similar to those required by Section 5(c) of this Article IV between such Parcels, adjoining Lots, Commercial Parcels, major roadways or recreational areas.

(f) Lots; Sizes and Setback Lines. Except as set forth below, minimum Lot sizes in square feet and width, depth setback lines in feet shall be:

<u>Lot Type</u>	<u>Lot Area</u>	<u>Lot Width</u>	<u>Lot Depth</u>	<u>Setbacks</u>		
				<u>Front</u>	<u>Side</u>	<u>Rear</u>
Estate	13,500	90	100	20	5	25
Manor	10,000	80	100	20	5	20
Villa	7,700	70	100	20	5	10
Patio	5,000	45	70	20	2	10

The above criteria are subject to the following:

(g) Declarant may approve townhouse or zero lot-line Single-Family Dwelling Units on Villa or Patio Lots, in which event there will be no side setback lines.

(h) Lots greater than one hundred twenty-five (125) feet in depth shall have a minimum rear setback line of twenty-five (25) feet.

(i) There shall be a minimum rear separation of forty (40) feet between Single-Family Dwelling Units on Villa Lots and thirty (30) feet between Single-Family Dwelling Units on Patio Lots.

(j) Multi-Family Parcels; Lot and Building Requirements. Residential buildings on Multi-Family Parcels shall contain not less than twenty-four (24) Dwelling Units and, together with walks and other paved areas related thereto, shall not occupy more than thirty-five percent (35%) of the land area in the Parcel. Minimum spacing between such buildings shall be:

<u>Relationship</u>	<u>Spacing</u>
Front/Front	60 feet
Front/Side	20 feet
Front/Rear	40 feet
Rear/Rear	40 feet
Rear/Side	20 feet
Side/Side	20 feet

(k) Detached Structures and Objects. Pens, yards and houses for pets, hothouses, greenhouses, facilities for above ground storage of construction materials, wood, coal, oil and other fuels, clothes racks and clothes lines, clothes washing and drying equipment,

laundry rooms, tool shops and workshops, servants' quarters, guest houses, pool houses, equipment houses, garbage and trash cans and receptacles, or above ground exterior air conditioning, heating and other mechanical equipment shall be obscured, screened or designed in a manner so as to limit their visibility from adjoining portions of the Property.

(l) Temporary, Movable Structures. Other than construction trailers, temporary construction sheds and toilet facilities approved by Declarant and used during actual construction of approved Improvements, no shed, shack, trailer, mobile home, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any portion of the Property.

(m) Grading. No portion of the Property shall be graded and no changes in elevation of any portion of the Property shall be made which would adversely affect any adjacent portion of the Property.

(n) Trash Containers. All garbage and trash shall be stored in closed containers hidden from view from any portion of the Property. Backyard or curbside trash removal or recycling programs may be established by Declarant at any time. In such event, Owners shall comply with such programs and rules and regulations related thereto promulgated by Declarant.

(o) No Window Air Conditioners. No window air conditioner unit shall be installed in any structure on the Property.

(p) Fences, Hedges and Walls. No fence, wall or hedge higher than eight (8) feet from the normal surface of the ground shall be maintained on any portion of the Property. Hedges, fences or walls may not be installed on any Lot except in the rear or interior side yards, no closer to the front of the Parcel than the rear building line of the Dwelling Unit or building constructed thereon and, when the Parcel is a corner Parcel, no closer to a side street than the building line of the Dwelling Unit or building constructed thereon, which is abutting such side street. Where any portion of the Property abuts any Waterway or any Conservation Area, no fence, hedge or wall shall be permitted along such abutting property line.

(q) Antennas. Subject to the rule adopted by the Federal Communications Commission effective October 14, 1996 pursuant to the Telecommunications Act of 1996, no exterior radio or television aerial, antenna satellite dish or similar structure shall be located within the Property without the prior written consent of Declarant.

(r) Driveways. All driveways within the Property shall be paved with materials approved by Declarant.

(s) Recreational and Play Structures. All swimming pools, basketball backboards, tennis courts and other recreational or play structures on Improved Parcels shall be located at the rear or side of the Dwelling Unit or Improvement or on the inside portion of a corner Parcels. No platform, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any Improved Parcel in front of the front building line of the Dwelling Unit or Improvement. All such structures shall be designed and screened or otherwise sheltered

to the extent possible. Lighted tennis courts will not be permitted unless located or designed so as not to be an annoyance.

(t) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any portion of the Property without the approval of Declarant. Declarant may establish standard specifications for the design, construction and location of such receptacles.

(u) Wells and Sewage. No well of any kind shall be dug or drilled on any portion of the Property to provide potable water for use within any structures on the Property. Wells for irrigation use and to supply water-cooled air conditioning systems or for similar purposes are allowed upon approval by Declarant. All sewage must be disposed of through approved sewage lines. No use of septic tanks shall be permitted on the Property.

(v) Window Coverings. No reflective window coverings or treatments shall be permitted in any Dwelling Unit, Commercial Building or other structure on the Property. All window coverings shall have linings or other treatment so that the exterior appearance of the window appears neutral. No unsightly objects shall be placed in windows visible from adjoining portions of the Property.

(w) Dust Control. The following fugitive dust control measures shall be undertaken during all construction activities within the Property: (i) moistening of soil and/or use of resinous adhesives with hydroseeding on all barren areas, including, at a minimum, all roads, parking lots and material stockpiles; (ii) use of mulch, liquid resinous adhesives with hydroseeding, haybales or sod on all landscaped areas; and (iii) prompt removal of soil and other material deposited on paved streets by vehicular traffic, earth moving equipment or soil erosion.

(x) Water Conservation. No Improvement shall be constructed which (i) employs a tank-type water closet having a tank capacity in excess of three and one-half (3-1/2) gallons of water; or (ii) employs a shower head or faucet (except those manufactured for use in safety installations) that allows a flow of more than (a) an average of three (3) gallons of water per minute at sixty (60) pounds of pressure per square inch, or (b) three (3) gallons per minute when tested according to applicable standards of the American National Standard Institute; provided, however, that the above requirements may be modified by changes in applicable requirements of Chapter 553, Florida Statutes.

(y) Energy Conservation. Energy conservation shall be encouraged in the design and construction of all Improvements on the Property, through (i) building designs that provide overhangs at glassed areas to reduce heat gain, the use of tinted glass and insulation materials in walls and ceilings, installation of efficient heating and cooling systems and other similar measures; (ii) retention of natural vegetation to the extent possible, the planting of shade trees near Improvements and the use of energy-efficient irrigation systems; and (iii) the use of high-intensity sodium or similar energy-efficient lamps for all outdoor lighting.

Section 6. Additional Criteria; Modification; Waiver. From time to time, Declarant may supplement or amend the initial Architectural Planning Criteria as it deems to be in the best interests of the Property, pursuant to documents prepared by Declarant and made available to

Applicants. No such supplement or amendment shall require any amendment to this Declaration. In addition, Declarant shall have the express authority to waive any requirement of such Criteria, as supplemented or amended, if, in its sole opinion, it deems such waiver to be consistent with the Statement of Purpose contained in Article I.

Section 7. Remedies for Failure to Comply. If any Owner or Applicant shall fail to comply with the requirements of this Declaration or of Declarant relating to Improvements, then, upon demand made by Declarant, such Owner or Applicant shall take all actions required in Declarant's sole opinion to remedy such noncompliance. Such Owner or Applicant shall bear all costs of such remedial actions and all costs and expenses, including without limitation, attorney's fees incurred by Declarant in enforcing the obligations of such Owner or Applicant pursuant to this Section 7.

Section 8. Application Fees. Declarant may establish application fees to be paid by Applicants requesting approval of Improvements, in order to defray expenses incurred in connection with such review, including, without limitation, fees of consulting professionals advising Declarant.

Section 9. Approval Not a Guarantee; Indemnity. No approval of proposed Improvements or publication of Architectural Planning Criteria by Declarant shall be construed as representing or implying that any Improvement has been properly designed, will comply with applicable building codes or other governmental requirements (including the Development Order) or will be constructed in a good and workmanlike manner. Declarant shall not be responsible for any defects in any plans or specifications or other materials submitted to Declarant in connection with proposed Improvements, pursuant to this Article IV or in any construction undertaken pursuant thereto. No party shall have any claim against Declarant for any damage or expense incurred due to any act of or failure to act by Declarant pursuant to this Article IV. All Applicants shall indemnify and hold Declarant harmless against any such damage or expense, including, without limitation, attorney's fees at trial or on appeal, incurred by Declarant in the defense of any such claim.

Section 10. Architectural Review Committee. Declarant may delegate the powers reserved in this Article IV to an architectural review committee ("ARC") at any time, in whole or part. Declarant may elect to form more than one ARC, delegating to each separate ARC powers to review applications for approval of specific types of proposed Improvements. All such delegations may be revocable until the Class E membership in the Association terminates. At such time, Declarant shall irrevocably delegate such powers to an ARC or to the Board. Each ARC shall consist of at least three persons appointed by Declarant, who need not be Members and who shall serve at the pleasure of Declarant. Declarant shall have the right to appoint all members of each ARC for so long as it is the Class E Member. Thereafter, each ARC may be comprised of the Board or may be a committee appointed by the Board, but shall be chaired by a person holding a professional degree in architecture, landscape architecture, engineering or construction. A majority of the ARC shall constitute a quorum to transact business. The action of such majority shall constitute the action of the ARC.

ARTICLE V

General Use Restrictions

Section 1. General Limitations on Use of Parcels. The following general limitations on use of Parcels are hereby established:

- (a) Single-Family Parcels shall only be subdivided into Lots.
- (b) Lots shall only be used for Single-Family Dwelling Units and ancillary parking areas, walkways, structures and landscaping.
- (c) Multi-Family Parcels shall only be used for Multi-Family Dwelling Units and ancillary parking areas, walkways, structures, recreational and social facilities and landscaping.
- (d) Dwelling Units shall be used for residential purposes only.
- (e) Commercial Parcels shall only be used for Commercial Buildings and ancillary parking areas, walkways, structures and landscaping.
- (f) Common Areas shall only be used for the general enjoyment of Owners and other authorized parties.

Section 2. Commercial Parcels; Prohibited Uses. The following uses are expressly prohibited on Commercial Parcels:

- (a) any mobile home park, trailer court, recreational vehicle campground, labor pool, junk yard, stockyard, or animal raising establishment (except that this provision shall not prohibit the temporary use of construction trailers during the period of actual construction, the use of small animals for medical or other scientific research or the use of guard dogs);
- (b) any fire sale, bankruptcy, liquidation or going out of business sale (unless pursuant to a court order) or auction house operation;
- (c) any motor vehicle repair or painting facility;
- (d) any establishment selling, renting or exhibiting pornographic materials;
- (e) any outdoor storage or sale of any articles, goods or materials without the consent of Declarant until the Class E membership in the Association terminates and thereafter without the consent of the Board;
- (f) any commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article IV;

- (g) any mining, drilling for, or removing oil, gas, or other hydrocarbon substances;
- (h) any refining of petroleum or of its products;
- (i) any dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or other refuse;
- (j) any smelting of iron, tin, zinc, or any other ore or ores; or
- (k) any truck terminals (incidental truck usage is specifically permitted).

Section 3. No Further Division. Except as set forth below, no part of the Property owned by any person or entity other than Declarant shall be further subdivided or have its boundaries changed without the consent of Declarant until the Class E membership in the Association terminates and thereafter without the consent of the Board. Any two or more contiguous Lots owned by the same Owner may be combined into one site for a Single-Family Dwelling Unit. In such event, only the exterior boundary lines of the combined Lots shall be considered in the application of the provisions of this Declaration to such Lots.

Section 4. Lawful Use. No improper or unlawful use shall be made of any portion of the Property. All laws, ordinances, and regulations of all governmental bodies having jurisdiction over any portion of the Property shall be observed.

Section 5. Nuisances. No activity shall be permitted on any portion of the Property which is an annoyance or nuisance to others. Any activity which interferes with television, cable or radio reception on other portions of the Property shall be deemed an annoyance or a nuisance and a prohibited activity. Any question as to what activities constitute an annoyance or a nuisance shall be submitted to the Board, whose decision shall be dispositive.

Section 6. Signs; Billboards. No signs or advertisements of any kind may be placed on any portion of the Property without the approval of Declarant as to size, design, content and location. Billboards are prohibited.

Section 7. Off-Street Operation of Motor Vehicles. No motorized vehicles, including, without limitation, all-terrain vehicles or "dirt bikes", may be operated on the Property off of paved roadways and drives, except to the extent necessary for construction of approved Improvements and for normal maintenance activities related to the Common Areas, CDD facilities or utilities serving any portion of the Property.

Section 8. Noise. From 12:00 midnight until 7:30 a.m. of each day, no noise, including without limitation, talking, singing, playing of musical instruments and operation of television, radio, record, tape or compact disc players, shall be audible beyond the boundaries of the portion of the Property from which it originates. Every use shall be so operated as to comply with the maximum performance standards governing noise described below. Noises due to intermittence, beat frequency, or shrillness shall be required to maintain a decibel reading of six (6) points less than the maximum indicated hereinafter. Sound levels shall be measured with

a sound level meter and associated octave band filter manufactured according to standards prescribed by the American Standards Association. Noise standards shall be complied with at all points along the Parcel property line.

Octave Bands in Cycles per Second	Along Parcel Property Lines Maximum Permitted Sound Level in Decibels
0-75	69
75-150	54
150-300	47
300-600	41
600-1,200	37
1,200-2,400	34
2,400-4,800	31
over 4,800	28

Section 9. Vibration. No activity shall cause or create a steady state vibration at any point on any Parcel property line, with a displacement for the frequencies as set forth in the following table. Also, no activity shall cause or create an impact vibration at any point on any Parcel property line, with a displacement in excess of the permitted impact vibration displacement for the frequencies as set forth in the next table:

MAXIMUM PERMITTED STEADY STATE VIBRATION DISPLACEMENT (in inches)	
Frequency (cycles per second)	Barely Perceptible
10 and below	.0008
10-20	.0005
20-30	.0003
30-40	.0002
40-50	.0001
50-60	.0001
60 and over	.0001

MAXIMUM PERMITTED IMPACT VIBRATION DISPLACEMENT (in inches)	
Frequency (cycles per second)	Barely Perceptible
10 and below	.0016
10-20	.0010
20-30	.0006
30-40	.0004
40-50	.0002
50-60	.0002
60 and over	.0002

Section 10. Pets and Animals. No animals except common domestic household pets may be kept, maintained or cared for within the Property. No pet shall be allowed to make an unreasonable amount of noise or to become a nuisance. All pets shall be confined by fencing or similar barriers, on a leash or under voice control. No pet shall be allowed to run at large. No pet may be kept, cared for or boarded for hire on the Property and no kennels shall be allowed. No more than a total of four (4) dogs and/or cats may be kept within any Dwelling Unit or on any Lot.

Section 11. Hunting and Trapping; Firearms. Hunting and trapping are prohibited anywhere on the Property. The discharge of firearms, including, without limitation, "B-B" guns or pellet guns, is also prohibited.

Section 12. Vehicular Restrictions. No repairing or overhauling of any vehicle shall be allowed on any portion of the Property, except in emergencies or as otherwise approved by Declarant. No over-sized vehicles, commercial vehicles, boats or any similar property (including, but not limited to, buses, recreational vehicles, campers, boat trailers, travel trailers, and motor homes) shall be kept on the Property except within such areas, if any, as may be specifically designated by Declarant for such use, or unless parked within a garage or an enclosed, screened area approved by Declarant. Any vehicle parked in violation of this Section 10 may be towed at the expense of the owner thereof if the vehicle remains in violation twenty-four (24) hours after a notice of violation is placed thereon. The above restrictions on parking shall not apply to the temporary parking of vehicles during construction of approved Improvements or the parking of commercial vehicles providing pick-up, delivery, repair or other services or to any vehicles of Declarant or the CDD.

Section 13. Open-Air Burning. The burning of trash, rubbish, leaves, trees or other materials in the open is prohibited.

Section 14. Garage Doors to be Closed. Except when in operation, all garage doors shall be maintained in a closed position, so that the interior of the garage is not visible from any adjoining portion of the Property.

Section 15. Loading Docks. No loading dock shall face any street. Any loading dock with an opening exposed to an adjoining Parcel or public view shall be required to be fully screened from view as designed and specified in the Architectural Planning Criteria.

Section 16. Garage or Yard Sales. "Garage Sales" or "Yard Sales" shall be permitted only for disposal of the private property and personal effects of Owners and only on an isolated basis reasonably related to the intended sale of an Owner's Parcel.

Section 17. Maintenance. Each Owner, the Association and the CDD shall maintain its portion of the Property in good condition at all times. No such party shall cut any living tree having a trunk diameter greater than six (6) inches measured at a height of three (3) feet above the ground without the prior approval of Declarant. No trash, garbage, rubbish, debris or other unsightly object shall be placed or allowed to remain anywhere on the Property, unless stored as provided herein or placed for pick-up and removal in accordance with regulations established

by Declarant. Maintenance responsibilities shall include periodic mowing of lawns, trimming of hedges and trees, removal of dead vegetation and weeds and such other activities as may be necessary to prevent unsightly conditions on any portion of the Property. In the event that any Owner, the Association or the CDD fails to so maintain its portion of the Property, Declarant or the Board, after written notice to such party, may authorize its agents to enter upon such portion of the Property and perform any necessary maintenance at the expense of such party. In such event, the Board may levy a Special Assessment for the cost of such maintenance against the responsible party.

Section 18. Additional Use Restrictions. Declarant may adopt additional use restrictions, rules or regulations or may grant waivers or make modifications in the application of the foregoing use restrictions as it, in its sole discretion, deems appropriate.

Section 19. Declarant's Activities Exempt. Notwithstanding any provision to the contrary elsewhere herein, Declarant expressly reserves the right to take all such actions as it deems appropriate in connection with development, construction, operation and sale of the Project, including without limitation, the construction and use of temporary or permanent sales offices and/or model homes and related parking areas, signs, flags or other promotional aids on any portion of the Property and the use of the Common Areas for marketing, promotion and other activities. All such activities shall be exempt from any restrictions in this Declaration.

ARTICLE VI

DRI Restrictions

Section 1. Applicability; Compliance. The Development Order sets forth certain obligations and restrictions with respect to the Project that are applicable to the Property and run with the title thereto. Declarant, all other Owners, the Association and the CDD shall comply with the Development Order. No party other than Declarant may apply for or take any action which will result in a "substantial deviation" (as determined pursuant to Chapter 380, Florida Statutes) from the Development Order. If Declarant, any other Owner, the Association or the CDD shall fail to comply with the Development Order, that party shall be responsible for all loss, damage or expense (including without limitation, reasonable attorney's fees) incurred by any other party as a result of such failure to comply.

Section 2. Specific DRI Restrictions. Certain specific restrictions and obligations required by the Development Order are set forth below. Such provisions are not inclusive. All parties with any interest in any portion of the Property are bound by the Development Order and are obligated to become familiar with the Development Order. Among the restrictions and obligations of the Development Order are the following, which are hereby imposed on the Property for the duration of this Declaration:

- (a) Historical and Archeological Sites. If any archaeologically or historically significant sites are discovered on the Property, the Owner, the Association or the CDD, as the case may be, shall immediately notify Declarant. No disruption of any archeological or historical site shall be permitted and no construction shall occur in the area of any such site until such time as Declarant and any appropriate governmental agencies contacted by Declarant have

surveyed the findings and determined their significance and the need, if any, for appropriate protective measures;

(b) Existing Water Wells. Prior to commencement of any construction, each Applicant shall survey its portion of the Property for existing water wells. All water wells discovered during the survey or thereafter shall be reported immediately to Declarant and shall be properly plugged and abandoned by licensed water well contractors and registered drillers;

(c) Solid Waste. The Property shall be subject to a solid waste volume reduction plan as such is adopted from time to time by Declarant;

(d) Hazardous Materials. All parties that generate, use, store, display, dispose of, transport or handle hazardous materials (as defined by applicable laws and regulations) on any portion of the Property shall comply with such laws and regulations as they may be amended from time to time;

(e) Utility Lines shall be Underground. All fuel, electric, energy, telephone, gas and other utility lines located within the Property shall be installed underground, except electrical transformer boxes and utility facilities which must be placed above ground;

(f) No Harvesting of Timber. There shall be no harvesting of timber for resale on any portion of the Property;

(g) Reclaimed Water. The Declarant and the CDD irrigates the golf course, the portion of some of the main road right-of-ways which are not paved, the commercial landscaped areas of some Common Areas and the tennis courts with reclaimed water. Reclaimed water is also piped through the subdivisions and is supplied to each Lot and Parcel for the Owner to use for irrigation of lawns and shrub areas. Reclaimed water is not suitable for personal consumption. Owners should consult with Clay County guidelines on the use of reclaimed water;

(h) Buffering Between Non-Compatible Land Uses; Buffering Existing Residential Properties East of U.S. 17. Generally, buffering shall be provided between non-compatible land uses (i.e. low density residential and multi-family; residential and commercial; residential and office; residential and industrial) except in areas where adequate natural buffers already exist, or where separated by a road or a street. Specifically, a building setback of forty-five (45) feet shall be applicable between the commercial/office uses along the east side of U.S. 17 and the adjacent residential uses to the east. The ten (10) feet immediately adjacent to the residential uses shall consist of an undisturbed vegetative buffer. The next westerly twenty (20) feet may be used for stormwater management, open space or landscaping. Parking, drives and services may be located within the remaining fifteen (15) feet of the setback;

(i) Additional Setback Lines for Properties Adjacent to Western Edge of U.S. 17 South. A sixty (60) foot building setback from the property boundary adjacent to the western edge of the Florida Department of Transportation right-of-way for U.S. 17 South shall be established for all of the Property adjacent to the western edge of the Florida Department of Transportation right-of-way; and

(j) Buffer Requirements for Properties Adjacent to Eastern Edge of U.S. 17.
A thirty-five (35) foot buffer shall be maintained along the easterly right-of-way of U.S. 17. Such buffer will be comprised of existing natural vegetation where sufficient and supplemented by planted material as required to provide a substantially opaque buffer to a height of ten (10) feet and a continuous canopy above ten (10) feet.

ARTICLE VII

Common Areas

Section 1. General. Common Areas are intended for the use and enjoyment of Owners and other authorized parties, subject to this Declaration and to rules and regulations established pursuant hereto.

Section 2. Neighborhood Areas. Declarant may designate certain portions of the Common Areas conveyed or intended to be conveyed to the Association as Neighborhood Areas to be used by Owners within a defined portion of the Property or by Owners within a certain class of membership within the Association. At the discretion of Declarant, a Neighborhood Area may be designated as a District for any purpose related to such Neighborhood Area.

Section 3. Conservation Areas. Conservation Areas have been established with respect to areas of the Property having special characteristics making it appropriate to retain such areas predominantly in their natural condition. Conservation Areas within the Project are described in Exhibit D of the Development Order; in addition, an easement over certain Conservation Areas within Towncenter have been given to the St. Johns River Water Management District by Deed of Conservation Easement recorded in Official Records Volume 1409, page 1046, public records of Clay County, Florida. With respect to such Conservation Areas, Declarant hereby provides as follows:

(a) Prohibited Uses. Without the prior written consent of Declarant and of the St. Johns River Water Management District, the following uses are prohibited within the Conservation Areas:

- (i) constructing, installing or placing signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground;
- (ii) dumping or placing soil or other substances or materials as landfill or trash, waste or unsightly or offensive materials;
- (iii) removing or destroying trees, shrubs or other vegetation;
- (iv) excavating, dredging or removing loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Areas;
- (v) surface use, except for purposes that permit the land or water area to remain in predominantly natural condition;

(vi) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation; and

(vii) acts or uses detrimental to such retention of land or water areas.

(b) Easements to Water Management District. Pursuant to the provisions of Florida Statutes, §704.06, Declarant hereby grants to the St. Johns Water Management District, its successors or assigns, a perpetual, non-exclusive easement across all Conservation Areas for the purpose of assuring compliance with the restrictions contained in Section 3(a) of this Article VII. Such easement shall allow the St. Johns River Water Management District, its agents and employees to enter upon and inspect the Conservation Areas at all reasonable times and in a reasonable manner and to enforce the above prohibitions and restrictions as allowed pursuant to Florida Statutes §704.06.

(c) No Amendment. The boundaries of the Conservation Areas, the prohibited uses set forth in Section 3(a) of this Article VII and the grant of easement in Section 3(b) of this Article VII (i) shall not be modified or amended without the written consent of Declarant and the St. Johns River Water Management District, which consent may be arbitrarily withheld and (ii) may be modified or amended with the prior written consent of Declarant and the St. Johns River Water Management District and without the consent of any Owner so long as such amendments apply only to the property owned by Declarant.

Section 4. Easements to Owners. All Owners are hereby granted a perpetual non-exclusive easement of ingress and egress and right of enjoyment in and to the Common Areas, which easement shall be appurtenant to and shall pass with the title to the Owner's Parcel, subject to the following provisions:

(a) the limitations with respect to Neighborhood Areas set forth in Section 2 of this Article VII, the restrictions and prohibitions applicable to Conservation Areas set forth in Section 3(a) of this Article VII and the restrictions and prohibitions applicable to Waterways set forth in Article VIII, Section 3;

(b) the right of Declarant to adopt and enforce rules and regulations pertaining to the use of the Common Areas, which rules shall be in conformity with the restrictions of this Declaration and the requirements of any governmental agency having jurisdiction;

(c) the right of Declarant to charge fees related to the use thereof and to lease portions thereof to third parties;

(d) the right of Declarant, without further consent from Owners or Mortgagees, to dedicate, grant, modify or terminate easements over all or any part of the Common Areas to any agency, authority or utility company, public or private, to provide utility or cable television service to the Property;

(e) the right of Declarant to sell, convey, transfer or encumber any part of the Common Areas to or for the benefit of any third party, including without limitation, the right

to convey minor portions thereof to any Owner in order to resolve setback violations, minor encroachments or similar matters; and

(f) the right of Declarant to authorize other persons, including without limitation, owners and residents within other parts of the Project, and, until the Class E membership in the Association terminates, its employees, to enter upon or use the Common Areas and any Improvements located thereon subject to the rules and regulations for such use applicable to all parties.

Section 5. Common Road Easements. Subject to the provisions of Section 8 of this Article VII, Declarant hereby grants all Owners, the Association, the CDD, their Mortgagees, fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property and such other persons as Declarant shall designate, a perpetual non-exclusive easement for ingress and egress over the Common Roads. Declarant hereby reserves unto itself and its successors and assigns a perpetual non-exclusive easement for ingress and egress over the Common Roads and a perpetual non-exclusive easement to install, repair and maintain utilities, street lighting and signage within the Common Roads.

Section 6. Regulation of Traffic. Declarant shall have the right to adopt rules and regulations pertaining to the use of the Common Roads and the power to regulate all types of traffic on the Common Roads, including the right to establish speed limits and impose speeding fines to be collected by the Association in the same manner as described in Article XV. Declarant may prohibit use of the Common Roads by vehicles which it believes might damage the Common Roads or create a nuisance. Declarant may require the removal of any fence, wall, hedge, shrub, bush, tree or other object it believes obstructs the vision of a motorist on any roadway within the Property.

Section 7. Dedication, Relocation, Closure. So long as Declarant retains title to any Common Roads, Declarant reserves the sole and absolute right at any time to dedicate its Common Roads or any portion thereof for public use and to redesignate, relocate, or close any parts of such Common Roads (including any gates, gate houses, gate systems or other facilities constructed or installed thereon for the purpose of providing security to the Property) without the consent or joinder of any Owner or Mortgagee; provided, however, that no Owner or Mortgagee shall be denied reasonable access to a public roadway by such redesignation, relocation or closure. In the event of such dedication, redesignation, relocation or closure, the easements over the Common Roads provided in Section 5 of this Article VII shall be automatically terminated or relocated, as appropriate.

Section 8. Conveyance of Common Areas and Common Roads. Declarant may convey any Common Areas or Common Roads to the CDD or the Association at such time as Declarant determines and shall do so when the Class E membership in the Association terminates. In any such conveyance, Declarant may reserve rights for use of such Common Areas or Common Roads which are not inconsistent with use by the Owners. Upon any conveyance of Common Areas or Common Roads to the CDD or the Association, the recipient shall succeed to the powers of Declarant reserved in this Article VII with respect to such Common Areas or Common Roads, except such use rights as may be reserved by the instrument of conveyance.

ARTICLE VIII

Lakes and Water Rights

Section 1. Ownership; General Limitations. Title to all or any portion of any Waterway may be conveyed to an individual Owner as part of a Parcel, the Association as Common Area, the CDD or any other party, or may be retained by Declarant. All Waterways shall be subject to the easements and restrictions hereinafter set forth, regardless of how fee title thereto is owned.

Section 2. Water Management and Drainage Control; Embankment Maintenance.

(a) With the approval of Declarant, the CDD intends to construct water management and drainage systems within the Property as a part of its master plan for such facilities throughout the Project. It is contemplated that the CDD will maintain and regulate these facilities. In that connection, the CDD shall have the power to control the water level and water quality of the Waterways, irrespective of the fee ownership of such Waterways. To the extent that the CDD elects not to exercise such power, Declarant shall have such power and may delegate same to the Association. The maintenance, repair and operation of the water management and drainage systems, including without limitation, all Waterways comprising any part of such systems, shall be conducted at all times in compliance with the rules and regulations of the St. Johns River Water Management District and any other governmental authority having jurisdiction over such systems. The power to control the Waterways shall include, without limitation, the right to approve all docks, bulkheads, bridges or similar structures built upon, adjacent to or affecting the Waterways, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any Waterway, and to maintain any drainage or water level devices so as to insure compliance with applicable governmental regulations as they exist from time to time. Declarant hereby reserves to itself and grants to the CDD a non-exclusive perpetual easement for ingress and egress over all Waterways and a strip of land extending either (i) ten (10) feet from the water's edge, or (ii) to the top of the Waterway embankment, if any, whichever is less, to exercise the rights granted herein.

(b) All Owners of Parcels adjacent to or including a part of a Waterway shall maintain the embankment to the water's edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If any Owner fails to maintain the embankment, Declarant, the CDD or the Association shall have the right to enter upon the Owner's Parcel and perform the maintenance at the expense of the Owner.

Section 3. Use of Waterways. Declarant hereby grants to all Owners a perpetual non-exclusive easement over all Waterways, for access to and use thereof, subject to the following reservations and restrictions:

(a) the rights of Declarant and the CDD reserved in Section 2 of Article VIII;

(b) the provisions of Article VII, to the extent that any Waterway is part of the Common Areas or Conservation Areas;

(c) no motorized or power boats shall be permitted on any Waterway except boats used for inspection or maintenance thereof by Declarant, the CDD, the Association, or any governmental agency having jurisdiction;

(d) no bottles, trash, cans or garbage of any kind or description shall be placed in any Waterway;

(e) no activity shall be permitted on any Waterway which may become an annoyance or nuisance;

(f) no person or entity except Declarant shall have the right to pump or otherwise remove any water from any Waterway for irrigation or any other use;

(g) Waterways may only be used by Declarant, the CDD, the Association, and the Owners; and

(h) there shall be no fishing permitted from bridges or roadways.

Section 4. Enforcement by St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management systems; provided however, that no such proceeding for enforcement shall be instituted until the District has provided the CDD, the Declarant and the Association with written notice of any failure to comply with its rules and regulations and a reasonable opportunity to cure such failure.

Section 5. Limitations on Amendments. No amendment of this Article VIII which alters the water management and drainage systems or the responsibility for operation or maintenance thereof may be made without the written approval thereof by the St. Johns River Water Management District.

Section 6. Reservation of Lake Water Drainage and Use Easement Rights. Notwithstanding any other provision herein, Declarant reserves a perpetual easement and right to drain water into all Waterways and use the water within all Waterways for irrigation or any other use permitted pursuant to applicable governmental regulations.

ARTICLE IX

General Easements and Reservations

Section 1. Access, Utility and Drainage Easements. Declarant hereby reserves for itself and its designees perpetual non-exclusive easements (i) across the Common Areas, Single-Family Parcels, Multi-Family Parcels and Commercial Parcels; and (ii) along each side of each boundary line of each Lot for a width of eight (8) feet (for a total easement width of sixteen (16)

feet) for ingress and egress and for installation, replacement, repair and maintenance of drainage and erosion control facilities and utility lines and service systems. Upon the request of any Applicant for approval of proposed Improvements on any Commercial Parcel, Multi-Family Parcel or portion of the Common Areas, Declarant shall execute an instrument further limiting the easement reserved in (i) above to those specific locations approved by Declarant. When the Class E membership in the Association terminates, Declarant shall assign all such easements and Declarant's rights and obligations in connection therewith, to the CDD or the Association.

Section 2. Easement for Unintentional Encroachment. Declarant, the Association or the CDD, as appropriate, shall have a perpetual, non-exclusive easement for minor encroachments upon any adjoining Parcel or Common Area by any Improvements constructed within Common Areas or Waterways.

Section 3. Central Telecommunication Receiving and Distribution System. Declarant hereby reserves unto itself the exclusive right to install, maintain and operate any central telecommunication system serving the Property, including the right to connect to any central telecommunication system as Declarant may, in its sole discretion, deem appropriate. Declarant shall have the right to charge the Association and/or individual Owners a reasonable fee not to exceed any maximum allowable charge for cable television services as is from time to time permitted by the Code of Laws and Ordinances of Clay County.

ARTICLE X

The Association

Section 1. Association Duties and Powers. Declarant has formed the Association to manage the Common Areas and generally enhance and protect the common scheme and values created by this Declaration. The Association shall have the duties and powers set forth in this Declaration and in its Articles and Bylaws, specifically including, without limitation, the responsibility to maintain the Common Areas (except for any part thereof maintained by the CDD) whether or not owned by the Association. In the event of any conflict between the provisions of the Articles or Bylaws and the provisions of this Declaration, this Declaration shall control. The Association may take such measures and perform such services as it deems necessary or desirable to keep the Common Areas in good, clean, attractive and sanitary condition, operate and maintain all Improvements within the Common Areas, eliminate fire, health or safety hazards and provide such other services or facilities which may be of general benefit to the Owners and the Property.

Section 2. Membership. Declarant and each Owner shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of portions of the Property. Whenever any portion of the Property is owned by more than one individual or by an entity such as a corporation, partnership or trust, then such parties or entity shall designate one person as the "Member" who shall enjoy all the privileges of ownership and membership in the Association, including the right to cast any votes appurtenant to such membership.

Section 3. Classes of Membership. The Association shall have the following five (5) classes of membership:

(a) Class A. Class A Members shall be the Owners of Lots (other than Declarant until the Class E membership in the Association terminates). Each Class A Member owning an Improved Lot shall have two (2) votes for each such Lot. Each Class A Member owning a Lot which is not Improved shall have one (1) vote for each such Lot.

(b) Class B. Class B Members shall be the Owners of Single-Family Parcels (other than Declarant until the Class E membership in the Association terminates). Each Class B Member shall have three (3) votes per whole acre in the Parcel owned by such Member, provided however, that if such Parcel contains less than one (1) acre, the Member shall have one (1) vote. When a Single-Family Parcel, or portion thereof, has been subdivided into Lots, the Class B membership appurtenant thereto shall cease and be converted into Class A membership appurtenant to the Lots thereby created.

(c) Class C. Class C Members shall be the Owners of Multi-Family Parcels and all Owners of Multi-Family Dwelling Units located thereon (other than the Declarant until the Class E membership in the Association terminates). Each Class C Member owning a Multi-Family Dwelling Unit shall have one (1) vote for each such Unit owned. Each Class C Member owning a Multi-Family Parcel which is not Improved shall have three (3) votes for each whole acre in such Parcel; provided that if such Parcel contains less than one (1) acre, the Member shall have one (1) vote. In the event that only a portion of a Multi-Family Parcel is Improved, the Board shall determine what portion of such Parcel has not been Improved and remains subject to the allocation of votes on an acreage basis.

(d) Class D. Class D Members shall be the Owners of Commercial Parcels (other than Declarant until the Class E membership in the Association terminates). Each Class D Member owning a Commercial Parcel which is not Improved shall have three (3) votes for each whole acre in such Parcel; provided that if such Parcel contains less than one (1) acre, the Member shall have one (1) vote. Each Class D Member owning an Improved Commercial Parcel shall have one (1) vote for each 1,000 square feet of heated and cooled floor space contained in the Commercial Buildings on such Parcel. In the event that only a portion of a Commercial Parcel is Improved, the Board shall determine what portion of such Parcel has not been Improved and remains subject to the allocation of votes on an acreage basis.

(e) Class E. The Class E Member shall be Declarant. The Class E Member shall be entitled to the number of votes equal to the total votes of the Class A, B, C and D Members, plus one (1) vote. The Class E membership shall terminate (i) when Declarant no longer owns any part of the Property; (ii) when twenty-five (25) years have elapsed from the date of recording this Declaration; or (iii) when Declarant, in its sole discretion, elects to terminate the Class E membership by written notice to the Association, whichever shall first occur.

Section 4. Voting. Unless specifically provided otherwise in this Declaration, the Articles or Bylaws, all matters subject to a vote of the Members may be approved by a majority of votes cast at a duly called and constituted meeting of the Members, all Members may vote

on all matters put to a vote and there shall be no requirement for approval by a specified percentage of any class of Members.

Section 5. Composition of Board. The Bylaws of the Association shall provide that the Board shall be composed of not less than five (5) persons, who shall initially be appointed by Declarant and shall be elected annually thereafter. Board members need not be Members of the Association, except as provided below:

(a) Commencing with the first annual election of directors following the date upon which there are at least 100 votes in the Class A, B, C and D Association membership categories and continuing until such time as there are at least 250 votes in the Class A, B, C and D Association membership categories, Declarant shall cast its votes to elect one (1) Class D Member to the Board. Thereafter, the Members other than Declarant shall be entitled to elect one (1) director to fill such seat, who must be either a Class D Member or a Class C Member.

(b) At such time as more than 250 votes in the Class A, B, C and D Association membership categories, but less than 500 votes in the Class A, B, C and D Association membership categories, Declarant shall cast its votes to elect a second Class D Member to the Board. Thereafter, the Members other than Declarant shall be entitled to elect such director, subject to the same limitations as set forth in sub-section (a) above.

Section 6. Districts. Until the Class E membership in the Association terminates, Declarant may establish Districts within the Property and specify the particular matters upon which the Owners within the District may vote. Thereafter, the Board shall have this power. Such Districts may be composed of Lots, Dwelling Units, Parcels or combination thereof, designated as a political unit for the purposes of electing members of the Board, enacting Assessments applicable to the District or voting on such other matters as relate primarily to the portion of the Property within the District. Districts shall not be required to be equal in population or comprised of contiguous portions of the Property. The boundaries of a District may be established or amended by an amendment to this Declaration pursuant to Article XIV.

Section 7. Mergers. Upon any merger or consolidation of the Association with another association, the property rights and obligations of the Association may be transferred to another surviving or consolidated association, or, in the alternative, the properties, rights and obligations of another association may be added to the properties of the Association as the surviving or consolidated association. The surviving or consolidated association may administer this Declaration, together with any covenants and restrictions established upon any other properties with respect to which such association functions, as one plan.

ARTICLE XI

Assessments

Section 1. Authority to Levy; Purpose. The Association shall have authority to levy Assessments against all Parcels as provided hereinafter. The Assessments shall be used to promote the recreation and security of the Owners, improve, maintain and repair the Common Areas and any other portions of the Property for which the Association has maintenance

authority or responsibility, operate and administer the Association, establish a maintenance, repair and reserve account, pay taxes and insurance with respect to all Common Areas and fulfill other purposes set forth or permitted in this Declaration, the Articles or the Bylaws of the Association.

Section 2. Owner's Personal Obligation. Each Owner shall be personally obligated to pay all Assessments levied against such Owner's Parcel, together with any interest, costs, and attorney's fees accrued thereon, and the Association may bring an action at law for collection of same against any Owner so obligated. No Owner may waive or otherwise limit liability for Assessments by non-use of the Common Areas or his Parcel. All Assessments shall become delinquent if not paid within fifteen (15) days after their due date, be subject to a late fee as determined by the Board and, upon becoming delinquent, bear interest at the rate of eighteen percent (18%) per annum from the date of delinquency until paid.

Section 3. Lien. Each Assessment shall be secured by a lien upon the Parcel against which such Assessment is levied. Such lien shall attach as of the date a notice of lien is filed with the Clerk of the Circuit Court of Clay County, Florida, and may be enforced as any other lien in Florida by foreclosure or by any other proceeding in equity or at law. The Association shall be entitled to recover all costs in such proceedings, including attorney's fees. Each Assessment lien shall be subordinate and inferior to any mortgage lien arising prior to the date such Assessment lien attaches.

Section 4. Association Budget; Financial Statements. As soon as reasonably possible after formation of the Association and in January of each year thereafter, the Board shall adopt an annual budget for the operation of the Association during that calendar year, which budget shall be the basis for determining Regular Assessments as provided below. The budget shall include such amounts as the Board considers necessary to pay Association expenses for such year and provide working capital and reserves. The Board shall send each Owner a copy of the budget promptly after adoption. In addition, within ninety (90) days after the close of each calendar year, the Board shall cause financial statements, including a balance sheet, showing the actual assets and liabilities of the Association and a statement of revenues, costs and expenses for that year, to be distributed to all Owners.

Section 5. Regular Assessments. Each non-exempt Parcel is hereby subjected to Regular Assessments, payable on a monthly basis, unless otherwise determined by the Board, beginning with the first day of the first full month following the date of adoption of the initial Association budget as set forth in Section 4 of this Article XI, and continuing on the first day of each month thereafter. The Board may determine various levels of Regular Assessments among different membership classes or for Improved versus not Improved Parcels, but Regular Assessments shall be uniform in dollar amount within each level.

Section 6. Increase in Assessments. The Board may increase Regular Assessments in its sole discretion, until they equal \$120.00 per year for a Lot; \$84.00 per year for a Multi-Family Dwelling Unit; and \$240.00 per year for each acre in any Parcel other than a Lot or an Improved Multi-Family Parcel. Thereafter, the Board may increase Regular Assessments annually by an amount not to exceed the greater of (i) ten percent (10%) of the Regular Assessment for the immediately preceding calendar year, or (ii) the percentage increase over the

previous twelve (12) calendar months in the Consumer Price Index, U.S. City Average, all items (1982 = 100) as published by the United States Government, Department of Labor. The right to increase Regular Assessments shall be cumulative, provided the Regular Assessment shall not be increased at any one time by more than thirty percent (30%), unless such increase is approved by Declarant until the Class E membership terminates and by a majority vote of Owners other than Declarant in each category of Regular Assessment affected, and thereafter by a majority vote of such Owners.

Section 7. Special Assessments. The Board may levy Special Assessments to meet expenses of an extraordinary or emergency nature or as provided elsewhere herein, provided that to the extent that Special Assessments in any twelve (12) month period exceed fifty percent (50%) of the then applicable Regular Assessment, such Special Assessments must be approved by Declarant until the Class E membership terminates and by not less than sixty percent (60%) of the votes of all Owners other than Declarant to whom such Special Assessments would be applicable, and thereafter by such vote of such Owners. The above limitation shall not apply in the case of any Special Assessment levied only against a particular party for any reason permitted herein.

Section 8. Capital Assessments. The Board may levy Capital Assessments to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Common Areas, provided that to the extent that Capital Assessments on any twelve (12) month period exceed fifty percent (50%) of the then applicable Regular Assessment, such Capital Assessments must be approved by Declarant until the Class E membership terminates and by not less than sixty percent (60%) of the votes of all Owners other than Declarant to whom the Capital Assessments would be applicable, and thereafter by such vote of such Owners.

Section 9. District Assessments. The Board may levy District Assessments applicable only to Owners within a District, for any services performed by the Association which primarily benefit the Owners within the District.

Section 10. Special Assessments for Failure to Maintain Property. If an Owner fails to maintain his Parcel as required pursuant to this Declaration, and Declarant, the CDD or the Board elects to perform such maintenance, the Board may levy a Special Assessment against the Owner's Parcel to reimburse Declarant, the CDD or the Association for the costs of such maintenance.

Section 11. Self-Maintenance Agreements. The Association may enter into an agreement with the Owner of any Parcel to establish a plan of maintenance for such Parcel acceptable to the Association whereby the Owner agrees to provide some or all services to such Parcel which the Association would otherwise provide and the Association agrees to reduce or eliminate Assessments for such Parcel. Any such agreement shall specifically preserve the rights of the Association to perform such maintenance in the event such Owner fails to do so and to increase or reimpose Assessments upon the Owner and the Parcel upon any default.

Section 12. Exempt Property. All Common Areas and all portions of the Property owned by the CDD, Clay County, a local public authority or utility company and serving a

public use or by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida shall be exempt from Assessments.

Section 13. Association Certificate. For a reasonable charge, the Association shall furnish a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Parcel have been paid to any interested party. Such certificate shall be binding upon the Association as of the date of its issuance.

Section 14. Failure to Give Notice or Revise Budget. The failure or delay of the Board to adopt an annual budget for any year or to give notice of any change therein shall not constitute a waiver or release in any manner of an Owner's obligation to pay Assessments whenever the same shall be determined. In the absence of an annual budget or notice of change, each Owner shall continue to pay the Regular Assessments established for the previous year.

Section 15. No Reduction in Services. Until the Class E membership terminates, the Association may not reduce the level of services that it provides initially established in its Bylaws without the consent of Declarant, which may be arbitrarily withheld.

Section 16. Third Party Services. The Board may use third party billing and collection services to bill and collect Assessments.

ARTICLE XII

Casualty, Condemnation, Insurance and Reconstruction

Section 1. Damage to or Condemnation of Common Areas. If Improvements on any portion of the Common Areas owned or maintained by the Association are damaged or destroyed by casualty or natural events, or taken through condemnation proceedings or conveyance in lieu thereof, they shall be repaired or restored by the Association insofar as such is reasonable or practical. All insurance proceeds or condemnation awards shall be applied to the reconstruction, restoration or repair of such Improvements. If the insurance proceeds or condemnation awards and any reserves maintained by the Association for such purpose are insufficient, the deficit shall be assessed against all Owners as a Special Assessment or District Assessment, as may be appropriate.

Section 2. Other Damage to or Condemnation of the Property. If Improvements on any portion of the Property except the Common Areas are damaged or destroyed by casualty or natural events, or taken through condemnation or conveyance in lieu thereof, they shall be repaired or restored by the Owner thereof, the CDD, or the Association, as may be appropriate, insofar as such is reasonable or practical. If the damage, destruction or condemnation renders the Improvements uninhabitable or unusable or the damage is so substantial that the Owner, CDD or Association determines not to repair or restore the Improvements, such Improvements shall be removed within sixty (60) days from the date of damage or destruction.

Section 3. Damage to Common Areas Due to Owner Negligence. If any Improvements on Common Areas are damaged or destroyed as a result of the willful or negligent

acts of any Owner, such Improvements shall be repaired or restored by the Association. The cost of such repair or restoration shall be a Special Assessment against such Owner.

Section 4. Association Casualty and Liability Insurance. The Board shall maintain insurance policies insuring the interests of the Association as hereinafter described. The policy of property insurance shall cover all Improvements, including fixtures and equipment, located on the Common Areas owned or intended by Declarant to be owned by the Association and the policies shall afford, as a minimum, protection against the following:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to similar Improvements, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available; and

(c) losses covered by general liability insurance coverage in the amount of at least \$5,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, which shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Areas.

The hazard policy shall be in an amount equal to 100% of the current replacement cost of the insured Improvements exclusive of land, foundation, excavation and other items normally excluded from coverage. The maximum deductible amount for such policy shall be the lesser of \$10,000 or 1% of the policy amount. The policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Board and until the Class E membership terminates, to Declarant. The Board shall periodically review all insurance policies for adequacy of coverage, deductible levels and other matters and may obtain additional insurance, reduce policy limits or otherwise modify such policies as it in its sole discretion deems reasonable or necessary.

Section 5. Liability Insurance for Board of Directors. The Association may maintain such liability insurance for the Board as the Board deems appropriate.

ARTICLE XIII

Rights of Mortgagees

Section 1. Notice Rights. Upon written request to the Association, a Mortgagee will be entitled to timely written notice of:

(a) any condemnation or casualty loss which affects a Parcel subject to a first mortgage held, insured or guaranteed by such Mortgagee;

(b) any delinquency in the payment of Assessments against a Parcel subject to a first mortgage held, insured or guaranteed by such Mortgagee;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Board; and

(d) any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. Mortgagee Information. Upon written request and with reasonable notice, the Association shall make its Articles, Bylaws, rules and regulations and books, records and financial statements available to Owners and Mortgagees for inspection.

ARTICLE XIV

Amendment

Section 1. Amendment by Declarant. Until the Class E membership terminates, Declarant and thereafter the Board, may amend this Declaration without prior approval of any Owner, Mortgagee or other party:

(a) to conform or comply with the Development Order or the requirements of the CDD or of any other governmental agency having jurisdiction over any portion of the Property;

(b) for any purpose not inconsistent with the Statement of Purpose found in Article I of this Declaration and not materially and adversely affecting the rights of any Owner, Mortgagee, the CDD or the Association;

(c) to establish a District or amend provisions governing an existing District;

(d) to cure any ambiguity or inconsistency herein; and

(e) for the purposes contemplated by Article III, Section 4.

Any amendments pursuant to this Section 1 shall be effective upon recordation thereof in the public records of Clay County, Florida.

Section 2. Amendment With Owner Approval. This Declaration may be amended at any time if such amendment is approved by (i) Declarant, so long as it is the Class E Member, and thereafter, by the Board; and (ii) the affirmative vote of Owners other than Declarant holding not less than forty percent (40%) of the votes of the Association; provided that no amendment shall violate the Development Order. Upon the approval of any such amendment, the President and Secretary of the Association shall execute and record the same in the public records of Clay County, Florida, and such amendment shall be effective upon such recording. No such amendment to this Declaration shall materially impair the rights or lien of any Mortgagee without such Mortgagee's express written consent thereto.

ARTICLE XV

Miscellaneous

Section 1. Enforcement; Waiver. The Association, any Owner and until the Class E membership terminates, Declarant shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any such provisions shall in no event be deemed a waiver of the right to do so thereafter. Until the Class E membership terminates, Declarant, and thereafter the Board, shall have the right to waive any violation of this Declaration believed to be minor or insubstantial or not otherwise materially inconsistent with the Statement of Purpose in Article I.

Section 2. Costs of Enforcement; Fines. Any Owner breaching any obligation under this Declaration shall be liable for all damages, costs and expenses, including without limitation, attorney's fees, incurred by any party in connection with enforcing this Declaration against such Owner. In addition, the Board may adopt rules and regulations containing procedures for imposing reasonable fines for the breach by any Owner of any obligation contained herein. All such fines shall be Special Assessments against the Owner and the Owner's Parcel.

Section 3. Assignment of Declarant Rights. Declarant may elect to assign its rights under this Declaration, in whole or in part, at any time. When the Class E membership terminates, Declarant shall assign to the Board and/or the CDD, as may be appropriate, all of Declarant's rights under this Declaration not previously delegated or assigned.

Section 4. Severability. Invalidation of any one provision of this Declaration by judgment or court order shall in no way affect any other provision hereof.

Section 5. Term; Survival. This Declaration shall run with and bind the Property for a term of forty (40) years from the date it is recorded, and shall be automatically extended for successive periods of ten (10) years unless terminated by vote of Owners holding ninety percent (90%) of the votes of the Association. The easements granted and reserved herein shall survive any termination of this Declaration.

Section 6. Additional Restrictions. Without the joinder of any other party, Declarant may subject portions of the Property to additional covenants, conditions, restrictions or limitations, provided that all such additional provisions are consistent with the Statement of Purpose set forth in Article I and comply with the Development Order.

Section 7. Limited Liability. Whenever in this Declaration Declarant is granted a right of approval, review, inspection or consent as to any matter, Declarant may exercise or refrain from exercising such right without liability in any form whatsoever to any Owner or other party.

Section 8. Counterpart Execution. This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute the same instrument.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 1 day of December, 1997.

EAGLE HARBOR AT FLEMING ISLAND JOINT VENTURE, a Florida joint venture

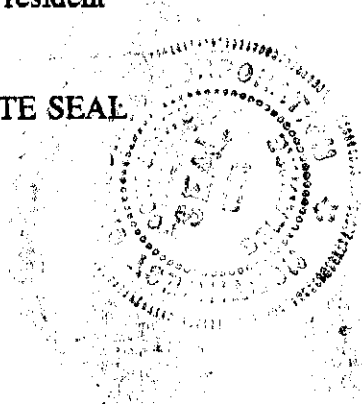
By: Northwest Crossings Corporation, a Delaware corporation

[Signature]
Richard R. Mancinis
Typed or printed name

By: [Signature]
Printed Name: E. H. DANIELS, III
Its: Vice President

[Signature]
Deborah S. Stivers
Typed or printed name

CORPORATE SEAL



STATE OF TEXAS

COUNTY OF HARRIS

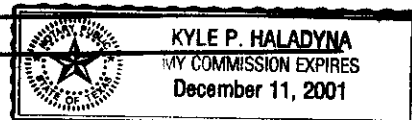
The foregoing instrument was acknowledged before me this 1 day of December, 1997, by E. H. Daniels, the Vice President of Northwest Crossings Corporation, a Delaware corporation, general partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of the corporation and the joint venture. He is personally known to me ~~or produced~~ _____ as identification and did not take an oath.

{Notary Seal must be affixed}

[Signature]
Signature of Notary

Kyle P. Haladyna
Name of Notary (Typed, Printed or Stamped)

Commission Number: _____
My Commission Expires: _____



OR BOOK 1690 PAGE 0385

By: East West Partners of Jacksonville,
Limited Partnership, a Virginia limited
partnership

By: East West Partners of Jacksonville,
Inc., its general partner

By: [Signature]
Roger S. Arrowsmith
Its: President

[Signature]
Benjie F. Bowman
Typed or printed name

[Signature]
APRIL C. JOHNSON
Typed or printed name

CORPORATE SEAL

STATE OF Florida
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 3rd day of December, 1997, by Roger S. Arrowsmith, the President of East West Partners of Jacksonville, Inc., a Virginia corporation, general partner of East West Partners of Jacksonville, Limited Partnership, a Virginia limited partnership, general partner of Eagle Harbor at Fleming Island Joint Venture, a Florida joint venture, on behalf of the corporation, the limited partnership and the joint venture. He is personally known to me or produced as identification and did not take an oath.

{Notary Seal must be affixed}



ALECIA C COX
My Commission CC494551
Expires Sep. 11, 1999

[Signature]
Signature of Notary
Alecia C. Cox
Name of Notary (Typed, Printed or Stamped)
Commission Number: CC494551
My Commission Expires: 9-11-99

EXHIBIT "A"

A PARCEL OF LAND SITUATED IN SECTION 4, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL-BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 5, SAID TOWNSHIP 5 SOUTH, RANGE 26 EAST; THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, 1331.10 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 00 SECONDS WEST 52.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-220; THENCE ON LAST SAID LINE RUN THE FOLLOWING 5 COURSES: 1) NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST 2711.03 FEET; 2) NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 1475.47 FEET TO THE POINT OF BEGINNING; 3) NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 50.44 FEET; 4) EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 11376.00 FEET, A CHORD DISTANCE OF 688.97 FEET, THE BEARING OF SAID CHORD BEING SOUTH 88 DEGREES 39 MINUTES 05 SECONDS EAST; 5) EASTERLY ON THE ARC OF A CURVE CONCAVE TO THE NORTHERLY AND HAVING A RADIUS OF 11524.00 FEET, A CHORD DISTANCE OF 475.59 FEET, THE BEARING OF SAID CHORD BEING SOUTH 88 DEGREES 05 MINUTES 54 SECONDS EAST; THENCE SOUTH 00 DEGREES 22 MINUTES 22 SECONDS WEST 32.18 FEET; THENCE SOUTH 29 DEGREES 07 MINUTES 40 SECONDS WEST 226.43 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 00 SECONDS WEST 384.57 FEET; THENCE SOUTH 38 DEGREES 27 MINUTES 06 SECONDS WEST 85.99 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 15 SECONDS WEST 115.75 FEET; THENCE SOUTH 05 DEGREES 59 MINUTES 59 SECONDS EAST 56.27 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 87.75 FEET; THENCE SOUTH 67 DEGREES 30 MINUTES 00 SECONDS EAST 13.71 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST 60.00 FEET; THENCE SOUTH 47 DEGREES 41 MINUTES 37 SECONDS EAST 248.46 FEET; THENCE SOUTH 10 DEGREES 47 MINUTES 54 SECONDS WEST 43.91 FEET; THENCE SOUTH 07 DEGREES 23 MINUTES 25 SECONDS WEST 49.24 FEET; THENCE SOUTH 51 DEGREES 22 MINUTES 29 SECONDS WEST 39.59 FEET; THENCE SOUTH 75 DEGREES 50 MINUTES 22 SECONDS WEST 55.44 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 37 SECONDS WEST 100.85 FEET; THENCE SOUTH 83 DEGREES 43 MINUTES 53 SECONDS WEST 77.29 FEET; THENCE SOUTH 77 DEGREES 58 MINUTES 29 SECONDS WEST 39.88 FEET; THENCE SOUTH 86 DEGREES 00 MINUTES 09 SECONDS WEST 49.60 FEET; THENCE SOUTH 63 DEGREES 26 MINUTES 06 SECONDS WEST 63.61 FEET; THENCE SOUTH 00 DEGREES 56 MINUTES 49 SECONDS EAST 61.88 FEET; THENCE SOUTH 07 DEGREES 59 MINUTES 26 SECONDS WEST 23.86 FEET; THENCE SOUTH 10 DEGREES 45 MINUTES 34 SECONDS WEST 36.16 FEET; THENCE SOUTH 11 DEGREES 45 MINUTES 34 SECONDS WEST 36.16 FEET; THENCE SOUTH 41 DEGREES 24 MINUTES 01 SECOND WEST 45.94 FEET; THENCE SOUTH 65 DEGREES 17 MINUTES 50 SECONDS WEST 76.33 FEET; THENCE SOUTH 61 DEGREES 57 MINUTES 36 SECONDS WEST 43.70 FEET; THENCE SOUTH 69 DEGREES 38 MINUTES 32 SECONDS WEST 56.03 FEET; THENCE SOUTH 44 DEGREES 47 MINUTES 07 SECONDS WEST 55.07 FEET; THENCE NORTH 63 DEGREES 16 MINUTES 17 SECONDS WEST 397.54 FEET; THENCE NORTH 21 DEGREES 03 MINUTES 12 SECONDS EAST 153.87 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 862.50 FEET, RUN A CHORD DISTANCE OF 321.04 FEET, THE BEARING OF SAID CHORD BEING NORTH 10 DEGREES 19 MINUTES 39 SECONDS EAST; THENCE NORTH 00 DEGREES 23 MINUTES 54 SECONDS WEST 210.00 FEET; THENCE NORTH 03 DEGREES 34 MINUTES 27 SECONDS EAST 180.43 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 54 SECONDS WEST 330.98 FEET TO THE POINT OF BEGINNING, BEING 23.00 ACRES, MORE OR LESS, IN AREA.

EXHIBIT "A"

PARCEL "A-1":

A PART OF SECTIONS 4 AND 5, TOWNSHIP 5 SOUTH, RANGE 26 EAST, CLAY COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 5, 1331.10 FEET; THENCE SOUTH 04 DEGREES 23 MINUTES 00 SECONDS WEST 52.04 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NO. C-220; THENCE ON LAST SAID LINE RUN THE FOLLOWING 3 COURSES: 1) NORTH 89 DEGREES 55 MINUTES 39 SECONDS EAST 2711.03 FEET; 2) NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 1325.47 FEET TO THE POINT OF BEGINNING; 3) NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 150.00 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 54 SECONDS EAST 330.98 FEET; THENCE SOUTH 03 DEGREES 34 MINUTES 27 SECONDS WEST 180.43 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 54 SECONDS EAST 210.00 FEET; THENCE SOUTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 862.50 FEET, RUN A CHORD DISTANCE OF 321.04 FEET, THE BEARING OF SAID CHORD BEING SOUTH 10 DEGREES 19 MINUTES 39 SECONDS WEST; THENCE SOUTH 21 DEGREES 03 MINUTES 12 SECONDS WEST 289.53 FEET; THENCE NORTH 63 DEGREES 16 MINUTES 17 SECONDS WEST 125.62 FEET; THENCE NORTH 21 DEGREES 03 MINUTES 12 SECONDS EAST 277.11 FEET; THENCE NORTHERLY ON THE ARC OF A CURVE CONCAVE TO THE WESTERLY AND HAVING A RADIUS OF 737.50 FEET, RUN A CHORD DISTANCE OF 274.51 FEET, THE BEARING OF SAID CHORD BEING NORTH 10 DEGREES 19 MINUTES 39 SECONDS EAST; THENCE NORTH 00 DEGREES 23 MINUTES 54 SECONDS WEST 210.00 FEET; THENCE NORTH 04 DEGREES 22 MINUTES 15 SECONDS WEST 180.43 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 54 SECONDS WEST 331.01 FEET TO THE POINT OF BEGINNING.