

PREPARED BY AND RETURN TO:

Pamela M. Brown, Esquire
Smith, Gambrell & Russell, LLP
50 North Laura Street, Suite 2600
Jacksonville, Florida 32202

**SEVENTH AMENDED AND RESTATED
DECLARATION OF EASEMENTS,
COVENANTS,
CONDITIONS, RESTRICTIONS AND
LIMITATIONS
FOR
THE PLANTATION AT PONTE VEDRA, INC.**

This Seventh Amended and Restated Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for The Plantation at Ponte Vedra, Inc. (this "Declaration") is made this 13th day of January, 2010 by The Plantation at Ponte Vedra, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

- A. Association owns that certain real property (the "Property") located in St. Johns County, Florida, as defined below; and
- B. The Property is subject to that certain Declaration of Easements, Covenants, Conditions, Restrictions and Limitations for The Plantation at Ponte Vedra dated September 26, 1986, as recorded in Official Records Book 718, Page 769 of the Public Records of St. Johns County, Florida, as amended and supplemented from time to time ("Original Declaration"); and
- C. Association wishes to replace, amend and restate the Original Declaration so that this Declaration shall replace and be a substitute thereof, and the lands described therein and herein shall henceforth be developed and used in accordance with the terms, conditions and provisions of this Declaration; and

D. This Declaration has been approved by a majority of Owners Entitled to Vote.

NOW, THEREFORE, the Association declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions, restrictions and limitations, which have been established for the purpose of protecting the value and desirability of the Property, and which shall run with the Property and be binding on all parties having any right, title or interest in any part of the Property, as well as their heirs, successors and assigns, and shall inure to the benefit of each Owner, including Association and Developer, and all Members of the Association.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever such capitalized terms appear in this Declaration.

(a) “Additional Property” shall mean that real property described in the attached Exhibit “B”, including but not limited to the parcel designated and known as Unit 13, which real property may be annexed to the Property at a future time, as provided in this Declaration, and which Additional Property shall then be included in the term “Property” and “Association Real Property”, as the case may be.

(b) “ADB” shall mean the Architectural Design Board, as provided in Article VIII hereof.

(c) “ADB Guidelines” shall mean the Architectural Guidelines and Architectural Design Board Policies.

(d) “Annual Capital Budget” shall have the meaning set forth in Article VII, Section 2(b).

(e) “Annual General Assessments” shall mean an assessment or assessments required of all Owners and certain Members, as further provided in Article VII, Section 2 and elsewhere in this Declaration, the Association Articles of Incorporation and Bylaws.

(f) “Annual Operating Budget” shall have the meaning set forth in Article VII, Section 9(b).

(g) “Annual Garden Home Maintenance Assessment” shall have the meaning set forth in Article V, Section 5.

(h) “Association” shall mean The Plantation at Ponte Vedra, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and

Bylaws of the Association, as amended from time to time, shall be referred to as the “Association Articles of Incorporation” and the “Association Bylaws” respectively. The Association shall own the Association Real and Personal Property as defined below, and shall be responsible for its operation, maintenance, acquisition and disposal in accordance with the terms of this Declaration.

(i) “Association Charges” shall mean all usage and other fees for rentals, purchases of foods and beverages, goods or services, and other items which are charged to an Owner and/or Member by the Association, as well as Delinquent Account Charges.

(j) “Association Credit Policy” shall mean the Credit Policy adopted by the Board of Directors of the Association, as amended from time to time.

(k) “Association Real Property” shall mean all real property, improved and unimproved, annexed by the Association and subject to this Declaration, including land, buildings, land improvements, building improvements and easements now or hereafter owned by the Association within the Property, which is intended for the common use, benefit and enjoyment of the Association Owners and Members and which shall include the golf course, Plantation House, Beach House, swimming pool, tennis courts, playgrounds, parking areas and lots, cart paths, drainage ditches, areas and systems, lakes, water courses, common roads, walkways, street lighting, signage, guardhouse, gatehouse, maintenance areas and related facilities, lagoons, ponds, access, utility and drainage easements, together with such other improvements and facilities within the surface water management system required by the St. Johns River Water Management District, as well as any conservation easement restrictions which upon completion shall be transferred to and owned by the Association.

(l) “Association Personal Property” shall mean all moveable furniture, furnishings, fixtures, art work, interior decoration, vehicles, equipment and the like, incident to and necessary for the use, operation and maintenance of the Association’s Real and Personal Property. Any references to “Association Property” shall mean Association Real Property and Association Personal Property collectively.

(m) “Association Rules & Regulations and Policies” shall mean the rules, regulations and policies adopted by the Board of Directors, as amended from time to time. Policies adopted by the Board of Directors shall automatically become invalid on the fifth anniversary of their adoption, and all policies shall be published in a “Policy Manual” available to all Members. Annually the Board (or an appropriate Committee) shall review and update or, in the event of impending “sunset” of a Policy, renew, amend or sunset the Policy.

(n) “Board of Directors” shall mean the Board of Directors of the Association as provided in applicable law and the Governing Documents of the Association.

(o) “Capital Contribution” shall have the meaning set forth in Article VII, Section 2(b).

(p) “Charges” shall mean and include all Annual General Assessments, Special Assessments, Parcel Assessments, Emergency Assessments, Interim Assessments, Initiation Fees, Garden Home Maintenance Assessments and Association Charges.

(q) “Declaration” shall mean this Seventh Amended and Restated Declaration of Easements, Covenants, Conditions, Restrictions and Limitations applicable to the Property, as recorded in the Official Record of St. Johns County, Florida.

(r) “Delinquent Accounts and Delinquent Account Charges” shall have the meanings set forth in Article VII, Section 7(a) and shall include all late fees, interest, attorney’s fees, costs and other expenses incurred in the collection of Delinquent Accounts, as defined and established by the Association’s Board of Directors, and shall include unpaid costs of filing appropriate liens against Parcels. Delinquent Account Charges shall also refer to all unpaid costs assessed against an Owner, Member or Parcel which are incurred by the Association in the enforcement of the provisions of the Association’s Governing Documents and which are allowed pursuant to applicable law and the Association’s Governing Documents.

(s) “Developer” shall mean The Plantation Developers, a Florida general partnership, or any successor or assignee of all or substantially all of its interest in the development of the Property, including but not limited to the “Successor Developer” defined in that certain agreement between the Association, the Developer and the Successor Developer dated September 27, 2005 (“Successor Developer Agreement”). To the extent the rights and obligations of the Successor Developer with respect to the Association and these covenants are inconsistent with the rights and obligations of the Successor Developer set forth in the Successor Developer Agreement, the Successor Developer Agreement shall control. Developer, Successor Developer and each Preferred Builder may also be Owners for so long as such person or entity is record owner of any Parcel but shall not have the right to vote on Association matters.

(t) “Development Requirements” shall mean collectively those future improvements to be made by Developer, at its expense, of all infrastructure improvements and other amenities in that portion of the Property which in the future may be improved by the Developer and conveyed to the Association as Association Property. Such improvements shall be consistent with the type of infrastructure, improvements and other amenities previously installed or constructed by Developer on Association Property previously transferred to the Association and in compliance with the terms hereof, and shall include: graded and seeded established lake banks; bulkheads required by law; water and sewer, storm drains and other drainage facilities in accordance with applicable law and governmental permits; fire hydrants; streets and curbs; street lights; stop signs; speed limit signs and other informational signs as necessary (using in each case where possible the same designs, colors and materials previously used on existing Association

Property); necessary perimeter security fencing (fencing and not berms shall be used in all areas, except water areas); necessary irrigation and landscaping of any islands within any cul-de-sacs and any easements and other common areas; and clean-up of all debris and other construction materials. Upon their completion, all Development Requirements shall be transferred to and owned by the Association.

(u) “Dwelling Space” shall mean the total enclosed, heated and air-conditioned area under roof of a dwelling, exclusive of garages, decks, patios, walkways, terraces, exterior storage closets, and porches (whether open or screened).

(v) “Emergency Assessment” shall mean those Emergency Assessments referred to and included within the definition of “Annual General Assessment” set forth in Article VII, Section 2(c).

(w) “Entitled to Vote” shall mean that any Owner seeking to vote must be a Regular Member or a Charter Member in good standing with the Association and otherwise not disqualified from voting by the provisions of this Declaration. “Good Standing” shall mean that the Owner has not been suspended from the exercise of privileges (which suspension has been upheld by the Grievance Committee) and is not more than ninety (90) days delinquent with respect to any Charge. “Delinquency” shall be determined in accordance with the Association’s Credit Policy then in effect. Any Owner who is the object of an unresolved enforcement action authorized in the Governing Documents shall not be entitled to vote unless, on or before the date established for a vote, the Owner’s entitlement has been specifically restored by a majority vote of the Board of Directors. This definition shall apply equally to a Director’s entitlement to vote at a meeting of the Board of Directors.

(x) “Family” shall mean an Owner or other Member, his or her spouse or significant other, and their dependents, including members of the Owner’s immediate Family who are elderly or disabled and are residing with the Owner. For purposes of this Declaration, children under the age of 25 who reside on the Owner’s Parcel shall be entitled to the privileges afforded members of an Owner’s or Member’s Family.

(y) “Garden Home Parcel” shall mean a Parcel located within the Property and designated on the Plat(s) for the Property as a “Garden Home” or “Garden Home Parcel,” and a Parcel within the Plat of the Tennis Center.

(z) “Garden Home Maintenance Program” and “Garden Home Maintenance Assessment” shall have the meanings set forth in Article V, Section 5.

(aa) “Golf Course” shall mean all that property within the Association Real Property designed and intended for use as a golf course and the structures located thereon, including restrooms, rain shelters, cart paths, bridges and immediately adjacent bulkheads shown on the original and amended designs of the course, being generally within the out-of-bounds markers on the course.

(bb) "Governing Documents" shall mean the Association's Articles of Incorporation, this Declaration including the ADB Guidelines, the Association's Bylaws, Association Rules & Regulations and Policies. All Governing Documents shall be made available to all Owners and Members by distribution, posting and filing at the principal offices of the Association.

(cc) "Governing Document Enforcement Policy" shall be the policy or policies detailing the process by which the Board, on behalf of the Association, shall take steps to enforce the provisions of the Association's Governing Documents, as defined, which process shall be consistent with the rights granted by this Declaration. The policy or policies may also be referenced elsewhere in the Governing Documents as the "Covenant Enforcement Policy or Policies".

(dd) "Gross Operating Revenue" shall mean the Annual General Assessment, all revenue received from Association fees, Garden Home Maintenance, lot mowing, golf operations, food and beverage operations, locker room charges, health club charges, finance charges, other fees received, and any other miscellaneous income, except Capital Contributions.

(ee) "House" shall mean any residential dwelling constructed or to be constructed on any Parcel.

(ff) "Initiation Fee" shall mean that fee charged, after January 1, 2001, to each Owner upon initial acquisition of record title to a Parcel within the Property and as further provided in Article VII and elsewhere in this Declaration and in the Association Bylaws.

(gg) "Interim Assessment" shall have the meaning set forth in Article VII, Section 2(d).

(hh) "Interior Enclosed Area" shall mean and refer to any portion of a Yard that is shielded from the view of adjoining Parcels, common roads or Association Real Property by reason of a privacy wall.

(ii) "Living Space" and "Dwelling Space" shall mean the heated and air conditioned portion of any residential dwelling, other than an air conditioned garage used as a garage.

(jj) "Master Plan" shall mean the conceptual plan for the development of the Property as a Planned Unit Development which was approved by St. Johns County, Florida, as that plan may be amended.

(kk) “Member” shall mean a person entitled to membership in the Association by virtue of the ownership of a Parcel or as otherwise provided in the Association Governing Documents.

(ll) “Mortgage” shall mean any bona fide, duly recorded writing encumbering a Parcel as security for the performance of an obligation.

(mm) “Mortgagee” shall mean any holder of a Mortgage, such as a bank, pension fund, insurance company, or any other lender.

(nn) “Net Income from Operations” shall mean Gross Operating Revenue less all expenses with the exception of depreciation charges, interest rate swaps (income and/or expense), gain or loss on the disposition of Association Property and the current year’s portion of operating leases, required and necessary to operate and maintain the Association Real Property and the Association Personal Property, and to provide the services of the Association for which it is responsible.

(oo) “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Parcel in the Property, except that the Developer’s rights as an Owner are limited by agreement; and, as otherwise set forth in this Declaration. Owners shall not include those having an interest merely as security for the performance of an obligation. In the event there is a “contract for deed” covering any Parcel, the Owner of such Parcel shall be the purchaser under said contract and not the current fee simple title-holder of the Parcel. Subject to applicable law, a contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Parcel for a period extending beyond nine (9) months from the date of the agreement and purchaser does not receive title to such Parcel until all periodic payments are made but is given the use and possession of the Parcel prior to such acquisition of title. In the case of multiple owners of a Parcel, or in the case of a corporate or trust owner of a parcel, the Owner shall be the person designated to vote in accordance with Article III, Section 2.

(pp) “Parcel” shall mean any plot of land intended as a site for a House, shown on any duly recorded subdivision Plat of the Property. Upon construction of a House, the term “Parcel” shall include the House and Yard.

(qq) “Parcel Assessment” shall mean any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner’s Parcel or are imposed pursuant to Article IV, Section 3, or Article VII, Section 4.

(rr) “Preferred Builder” shall mean any person or entity owning one or more Parcels which are exempt from the Annual General Assessment.

(ss) “Property” shall mean that land in St. Johns County, Florida which is more particularly described in the attached Exhibit “A”, including but not limited to the Association Property. “Property” shall not include Utility Property or Additional Property, such as Unit 13, prior to annexation to the Property.

(tt) “Reserve Account” shall have the meaning set forth in Article VII, Section 9(c).

(uu) “Reserve for Operating Contingencies” shall have the meaning set forth in Article VII, Section 9 (c).

(vv) “Reserve for Repair and Replacement of Capital Assets”, “Repair and Replacement” or “Repairs & Replacements”, or any capitalized derivation thereof shall mean the capitalized repair, restoration or replacement (and improvements and additions incidental to the same) of any part of the Association Real or Personal Property derived from either immediate or emergency need or as the result of a Reserve Study. Improvements or additions incident to Repairs & Replacements shall be considered part of the repair or replacement.

(ww) “Reserve Study” and “Annual Reserve Study” shall have the meanings set forth in Article VII, Section 9 (c).

(xx) “Special Assessments” shall have the meaning set forth in Article VII, Section 3.

(yy) “Supplemental Declaration” shall mean any declaration of easements, covenants, conditions, restrictions, annexations and limitations recorded by the Association as provided herein.

(zz) “Temporary Membership” shall have the meaning set forth in Article IX, Section 1 (e).

(aaa) “Utility Property” shall mean those certain parcels of property owned by Intercoastal Utilities, Inc., its successors and assigns, as more particularly described on Exhibit “C”.

(bbb) “Utility System” shall mean the pipes, sewers, mains, collectors, conduits, lines and appurtenant access ways and facilities used in connection with sewage disposal, water supply, gas, electricity, telephone, cable television and all other related services.

(ccc) “Voting Member” shall mean an Owner.

(ddd) “Yard” shall mean any and all portions of any Parcel lying outside the exterior walls of any House constructed on a Parcel and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. Annexation of Additional Property. Additional Property and other land may also be annexed to the Property with the approval of sixty-six and two-thirds percent (66 2/3%) of Owners Entitled to Vote, together with any necessary governmental approvals required by law. No annexation shall have the effect of increasing the maximum number of Parcels within the Property and subject to this Declaration beyond five hundred sixty-four (564).

Section 3. Supplemental Declaration. Any annexations authorized in Section 2 of this Article II may be made by recording one or more Supplemental Declarations with respect to the land which is annexed. A Supplemental Declaration shall contain the designation and legal description of the land, including an identification of Parcels and Association Real and Personal Property, which is annexed and any additions to, or modifications of, applicable provisions hereof that are necessary to reflect any different character of the land which is annexed. A Supplemental Declaration shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

Section 4. Effect of Annexation. In the event that any land is annexed to the Property pursuant to the provisions of this Article, such land shall be considered within the definition of the Property for all purposes of this Declaration. The portion of the annexed property which is not a Parcel shall be conveyed to the Association and shall become part of the Association Real Property. All Owners of Parcels resulting from the purchase of Parcels within the annexed property shall be obligated to pay a pro-rata portion of the expenses related to the Association Real Property, Association Personal Property and operations provided herein as of the date of annexation.

Section 5. Parcel Descriptions. No Parcel upon which a House has been constructed shall be further subdivided or separated into smaller Parcels by any Owner; provided that this proscription shall not prohibit corrective deeds or similar corrective instruments, including but not limited to mutual agreements between adjoining Parcel Owners for minor adjustments to lot lines which do not violate the size and building restrictions of this Declaration or the regulations of the ADB. The Association shall have the right to modify any subdivision Plats of the Property; provided that all Owners to whom Parcels on such Plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld, and provided that such modification does not exceed the limitations set forth in Section 2 of this Article II.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. Owners. A Parcel may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Association Members. Every Owner shall be a Voting Member of the Association when, as and if the Owner is “entitled to vote” as defined above. Membership in the Association arising from the ownership of a Parcel shall be appurtenant to, and may not be separated from, ownership of a Parcel, except as provided in the Governing Documents of the Association. All memberships of the Association such as Retained Charter, Retained Designated, Temporary, Honorary and Associate Members (as such terms are defined in the Bylaws) shall be governed by the Board of Directors and Bylaws of the Association. Any new class of Membership, or change in existing classes of Memberships, or the terms thereof, proposed by the Board after the effective date of this Declaration (other than Temporary Memberships), shall be approved by sixty-six and two-thirds percent (66 2/3%) of the Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum has been attained.

Section 3. Voting Rights. An Owner shall be entitled to one vote for each Parcel owned. No Member (as that term is defined herein or in the Bylaws) shall be entitled to vote unless he or she is also an Owner. When more than one person or entity hold an interest in any Parcel other than as security for the performance of an obligation, such as with a corporation, family trust, trust, partnership or similar legal entity, the vote for such Parcel shall be exercised as they, between or among themselves, determine and designate by written notification to the Association; but in no event shall more than one vote be cast with respect to any Parcel. The vote appurtenant to any Parcel shall be suspended in the event that, and for so long as, more than one of the Owners holding an interest in that Parcel lawfully seek to exercise it. No vote of an Owner shall be counted if an Owner is not “Entitled to Vote” as defined herein. Notwithstanding the foregoing, the Developer or any successor or assign of all or substantially all of its interest in the development of the Property shall not be entitled to vote on any matter and shall not be considered an Owner for purposes of determining whether a quorum is present or whether the requisite number of votes for a particular matter has been obtained.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF OWNERS AND MEMBERS

Section 1. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Association Real and Personal Property, which shall be appurtenant to and shall pass with the title to every Parcel, subject to the

Association's Governing Documents, Article V below and the following specific provisions:

(a) The right of the Association to charge for the operation, maintenance and improvement of the Association Real and Personal Property, and the facilities, goods and services provided Owners and Members as described herein. An Owner and his or her Family shall not be charged user fees with respect to the use of the Association Real and Personal Property; provided that charges for goods and services furnished by or through the Association, guest fees, a trail fee for Owners of private golf carts who use the Golf Course, food and beverage minimums, and rentals are not privileged or precluded. Furthermore, the Association retains the right to limit the number of guests of Owners or Members who may use the Association Real and Personal Property and to provide for the exclusive use and enjoyment of specific portions by the Owners, Members and their guests at certain designated times.

(b) The right of the Association to adopt Rules and Regulations and Policies governing the manner and extent of use of the Association Real and Personal Property, the personal conduct of Owners, Members, and their Families, tenants, guests and invitees on the Property, and their treatment of the Property and employees of and vendors to the Association, whether on or off the Property.

(c) The right of the Association to levy and assess reasonable fines and suspend the right of an Owner, or Member, an Owner's or Member's Family, tenants, guests and invitees to use the Association Real and Personal Property and to withhold Owner voting rights for violations of the Association's Governing Documents, as provided in Article IX, Section 2. Such a suspension of privileges or fines may also be imposed for any period during which any fine or Association Charge remains unpaid beyond the periods set forth in the Association Credit Policy, without waiver or discharge of the Owner's obligation to pay the amount due. Any suspension of privileges and all fines shall be imposed in compliance with the applicable provisions of Chapter 720 of the Florida Statutes, as amended; provided, however, that the Association, regardless of any fine or suspension of privileges, shall not deny an Owner's right of ingress and egress to his or her Parcel.

(d) The right of the Association to dedicate or transfer all or any part of the Association Real Property, including but not limited to the common roads, to any private party or parties or any public agency, authority or utility (public or private) for such purposes and subject to such conditions as are agreed by the Owners. No such dedication or transfer shall be effective unless approved by seventy-five percent (75%) of Owners Entitled to Vote.

(e) The right of the Association (subject to the rights of the Owners set forth herein) to mortgage any or all of the Association Real Property to improve or repair such property or facilities, to finance other repairs to and replacements of Association Real or Personal Property, or to preserve and maintain the financial viability of the Association,

if approved by seventy-five percent (75%) of Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum has been attained.

(f) The right of the Association to grant and reserve easements and rights-of-way through, under, over and across the Association Real Property for the installation, maintenance and inspection of the Utility System and for drainage or compliance with the directives of any regulatory authority having jurisdiction.

(g) The right of the Association to acquire, extend, terminate or abandon easements in favor of the Association on Association Real Property without claim by any Member or Owner that such action affects or violates any claimed right as a third party beneficiary.

(h) The right of the Association to reserve the area lying between the rear Parcel boundary line and the ordinary water line of the lake ("Lake Bank") in a lakefront Parcel for the exclusive use of the Parcel Owner, except that the Association shall have an easement over said Lake Bank for activities necessary for maintenance of the lakes and waterways and to perform its other duties, including those required by the Garden Home Maintenance Program; provided, however, that such Parcel Owner shall be obligated to landscape said Lake Bank in a manner approved by the ADB and to maintain said area, including bulkheads and water edges, whether installed by an Owner of a Parcel or the Developer, and landscaping at the expense of the Parcel Owner.

Section 2. Assignment of Rights to Tenant. Any Owner may lease his Parcel to a Tenant for no fewer than twelve (12) months, subject to the provisions of Article IX, Section 1(e), and any other pertinent provision of the Governing Documents.

Section 3. Damage or Destruction of Association Real or Personal Property by Owner or Member. In the event any Association Real or Personal Property is damaged or destroyed by an Owner, Member or any of his or her guests, tenants, licensees, agents, employees or Family as a result of accident, negligence or intentional acts, such Owner or Member authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the then existing plans and specifications of the damaged or destroyed Association Property. The cost of such repairs shall be the responsibility of the Owner or Member directly or indirectly causing the destruction or damage and shall become an Association Charge, and further, if an Owner, shall become a Parcel Assessment.

ARTICLE V

ASSOCIATION RIGHTS AND OBLIGATIONS

Section 1. Association Duties and Powers.

(a) The duties and powers of the Association shall be those provided by law or set forth in the Association's Governing Documents, together with those duties and powers which may be reasonably implied to operate and maintain the Association Real and Personal Property and to provide the services for which the Association is responsible. Included in the property for which the Association is responsible are the common roads and the surface water management system bordering the Association Real Property as permitted by the St. Johns River Water Management District, including lagoons, lakes, ponds, lake and pond banks and edges, watercourses, drainage ditches and systems, and bulkheads where there is not an upland Owner. The Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Association Real and Personal Property in good, clean, attractive, safe and sanitary condition according to the requirements of law, to eliminate fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Owners, the Members and the Association's Real and Personal Property.

(b) The Board of Directors of the Association may sell, or otherwise dispose of, Association Personal Property in keeping with sound business practices.

(c) The Board of Directors may borrow money for the purpose of maintenance, repair or replacement of the Association Real or Personal Property if the total of such borrowing or borrowings outstanding at any one time would not exceed ten percent (10%) of the total of the Association's current Annual General Assessment. Borrowing in excess of this amount shall first be approved by sixty-six and two-thirds percent (66 2/3%) of Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum has been attained. The term "borrowing(s)" shall include the annual funding of all capital and operating leases in excess of \$10,000 per year but shall not include any borrowings approved by the Owners in connection with the approval of a Special Assessment.

Section 2. Maintaining Vacant Parcels. It shall be the obligation of each Owner to maintain the Owner's vacant Parcel in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to perform such tasks as are necessary to restore the Parcel to a neat and clean condition. The costs incurred by the Association for such Parcel maintenance shall be a Parcel Assessment. If construction of a house on any Parcel has not begun within three years after the first conveyance of such Parcel by the Developer or the Association, the Association may install an irrigation system, plant grass and maintain the Parcel to provide a finished appearance. The costs of these services shall be a Parcel Assessment.

Section 3. Exterior Maintenance. Except as provided in Section 4 below, the Association is not responsible for any exterior maintenance of Houses.

Section 4. Other Maintenance.

(a) Owner's Responsibility. To the extent that maintenance is not provided by the Association, after the completion of a House on a Parcel, each Owner shall keep all parts of the Owner's Parcel and House in good order and repair, free of debris, in a good and attractive manner. If an Owner fails to maintain the exterior portions of his or her House or his Yard in a good and attractive manner, the Association, after written notice to the Owner and approval by a majority vote of all Directors, shall have the right to enter upon such Parcel to correct, repair, restore, paint, landscape and maintain any such part of the House and Parcel. All costs related to such correction, repair or restoration shall become a Parcel Assessment.

(b) Contract for Maintenance. Upon request of an Owner, the Association may, in its discretion, enter into a contract for the routine maintenance of those portions of the Parcel not required to be maintained by the Association on terms and conditions satisfactory to the Board of Directors. All costs shall become a Parcel Assessment.

Section 5. Garden Home Parcels.

(a) As soon as practical after the conveyance of a Garden Home Parcel to an Owner, the Association shall maintain the Parcel in accordance with a Board of Directors-approved Garden Home Maintenance Program at the Owner's expense, until the start of construction of a House on the Parcel. After construction of the House is complete, the Association through the Garden Home Maintenance Program shall be responsible for maintaining the Yard of a Garden Home Parcel. Such maintenance shall include the monitoring of the irrigation system of the Parcel, the cutting of the grass, the general maintenance of the landscaping on the Parcel, and such other services as determined by the Board of Directors from time to time. Such maintenance shall not extend to any enclosed courtyards.

(b) In addition to the Annual General Assessment levied against all Parcels, Owners of Garden Home Parcels shall be subject to an Annual Garden Home Maintenance Assessment levied by the Association to cover the cost of carrying out its Garden Home Maintenance Program obligations. Such Annual Garden Home Maintenance Assessment, together with interest and the costs of collection when delinquent, shall be a continuous lien upon the Garden Home Parcel against which the Annual Garden Home Maintenance Assessment is made, and shall also be the personal obligation of the person or entity who was the Owner of such Garden Home Parcel at the time the Annual Garden Home Maintenance Assessment was levied and of each subsequent Owner. The Annual Garden Home Maintenance Assessment shall include provisions for the Repair and Replacement of and additions to the capital equipment employed in the program in accordance with an annual reserve study of such needs

prepared by the Association's General Manager and approved by the Board of Directors. Such reserved funds shall be segregated, for reporting purposes, from the general funds and other reserves of the Association and may only be used for such capital equipment repairs, replacements and additions as are capitalized in accordance with the accounting Policies of the Association. Such Annual Garden Home Maintenance Assessment shall be proposed and adopted by the Board of Directors and shall be levied, collected and enforced in the same manner and on the same terms and conditions as Annual General Assessments.

(c) The Association reserves for itself and its designees an easement for the benefit of the Property, across, over, through and under each Garden Home Parcel (but not under an existing Garden Home residence) lying along and parallel to each Garden Home Parcel boundary line and in the widths as hereinafter described for ingress, egress, installation, replacement, repair and maintenance of the Utility System, for underground drainage, for police powers and for services supplied by the Association, including those required to install and maintain facilities and equipment, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Garden Home Parcels. The easement shall have a width of one foot (1') along and parallel to the Garden Home Parcel side boundary line nearest the Patio Wall, as defined in Article IX, Section 1(b), and a width of seven feet (7') along and parallel to the Garden Home parcel side boundary line farthest from the Patio Wall. The width of the easement along the front and rear Garden Home Parcel boundary lines shall be five feet (5'). These easements shall be in addition to any other recorded easements on the Association Property.

(d) There is created on each Garden Home Parcel an easement, five feet (5') in width along and parallel to the Garden Home Parcel boundary line farthest from the wall or Patio Wall of the House located on said Garden Home Parcel for the benefit of the Owner of the Garden Home Parcel adjacent to said boundary line, for the placement of water lines, cable television lines, telephone lines and sewer lines located along said boundary line and for ingress and egress for the above-stated purposes.

Section 6. Contracts. The Association may employ or contract with one or more third parties for the performance of any portion (but not all) of the Association's operational responsibilities, management, maintenance and repair activities as the Board of Directors may choose. The Association shall be billed by its independent contractors; and the costs shall be included as an expense to be funded within the Annual General Assessment or Parcel Assessment, as the case may be.

Section 7. Security. The Association shall establish security procedures with respect to the Property. Such procedures may be adopted and, from time to time, changed by the Board of Directors chooses in its discretion. The security procedures shall be part of the Association's Rules & Regulations and Policies. **No representation, guaranty or warranty is made, or assurance given, that the security systems and procedures for the Property will prevent personal injury or damage to or loss of life**

or property. Notwithstanding the Association's adoption of security procedures, under no circumstance shall the Association, its Board of Directors, officers, employees or other agents or vendors be liable or responsible to any person for any personal injury or for any loss or damage to property which may occur within the Property, whether or not due to negligence on the part of the Association, its Board of Directors, officers, employees or other agents or vendors, or to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

GOVERNANCE

Section 1. Applicable Law. The Association shall be governed as a not-for-profit corporation by its Board of Directors in accordance with the provisions of Chapters 617 and 720 of the Florida Statutes, as amended.

Section 2. Board of Directors.

(a) The Board of Directors of the Association shall be charged with the duty and responsibility to manage the affairs of the Association but may delegate that responsibility with continuing oversight to other persons or committees who may or may not be members of the Board. The Board of Directors may appoint only a Board Member to serve as an Officer of the Association. All Board delegations and appointments shall comply with the provisions of Chapter 720 of the Florida Statutes.

(b) The Board shall consist of nine members, who must be Owners or the spouses of Owners throughout their service on the Board. An Owner and his or her spouse or other Family member may not serve on the Board of Directors at the same time. One third of the Directors shall be elected each year at the Annual Meeting of the Association for a term of three years. Each vacancy on the Board shall be filled by a majority vote of all remaining Directors for a term that ends upon installation into office of a Director duly elected at the next election of Directors. If the term of the vacating Director extends beyond the next election of Directors, then the ballot for the next election of Directors shall be expanded to include candidates to fill the then unexpired term of the vacating Director, in addition to the candidates for full term Directors.

ARTICLE VII

BUDGETS, ASSESSMENTS, INITIATION FEES, RESERVES AND DELINQUENT ACCOUNTS

Section 1. Creation of Lien and Personal Obligations for Assessments and Initiation Fees. All Charges, together with interest and costs of collection when

delinquent, billed to an Owner shall be a continuing lien upon the Owner's Parcel. All Charges shall be the joint and several personal obligation of the person or entity that was the Owner of such Parcel at the time the Charges were incurred and of each subsequent Owner. Each Owner of a Parcel, by acceptance of a deed or other transfer document, whether or not expressed in such deed or transfer document, covenants and agrees to pay the Association the Charges established or described in this Article and in the Association's Governing Documents, including but not limited to any Charges incurred by a previous Owner that remain unpaid at the time title to a Parcel is transferred. No diminution or abatement of any Charges shall be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, its officers, agents and employees, or the non-use by an Owner of any or all of the Association Real and Personal Property, products or services. The obligation to pay such Charges is a separate and independent covenant by each Owner.

Section 2. Annual General Assessment.

(a) Each Parcel and all Members entitled to the use and enjoyment of the Association's Property and services are subject to Annual General Assessments by the Association for the maintenance, operation, Repair and Replacement and improvements incidental to Repairs and Replacements of the Association Real and Association Personal Property, whether capitalized or not, the purchase of additional non-capitalized Association Property, the management and administration of the Association and the furnishing of services as set forth in this Declaration or as determined to be appropriate for the Association to provide to the Owners and Members from time to time as reflected in the Annual Operating Budget and the Annual Capital Budget adopted as provided in Section 9 below.

(b) As further described by this Article, the Board of Directors by majority vote of all members of the Board, shall set the Annual General Assessments at a level sufficient to meet the Association's obligations defined above. The Annual General Assessment shall also include the funding of that part of the Annual Capital Budget providing for Repairs & Replacements and additions to the Association's Reserves for future Repairs & Replacements, as the Board determines is necessary. The funding of the Annual Capital Budget provided in the Annual General Assessment for capitalized Repairs & Replacements improvements, additions and additions to Reserves for future Repairs & Replacements shall be established as a separate line item in the Annual General Assessment entitled "Capital Contribution". The Capital Contribution shall be added directly to a Property Owner Equity account and be expended only for capitalized Repairs & Replacements and the funding of the Reserves for Future Repairs and Replacements.

(c) Any capital expenditure, other than repairs and replacements funded from a Reserve Account established as determined by the Reserve Study, which contains or constitutes addition to Association Real or Association Personal Property that, in any

fiscal year, exceeds in the aggregate the sum of \$250,000.00, as adjusted for the change in the Consumer Price Index for the then most recent available year as compared to the same index for the year 2009, shall be submitted for approval by sixty-six and two-thirds percent (66 2/3%) of Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum has been attained.

(d) The Board of Directors shall have the right, power and authority, during any fiscal year, but only for the balance of that year, to increase the Annual General Assessment by adopting an Interim Assessment for the purpose of meeting the Association's current expenses and operating costs or capital expense requirements for current Repairs & Replacements. All Annual General Assessments adopted by the Board (other than Emergency Assessments as defined below) shall be due in twelve equal monthly installments during the Association's fiscal year, or, in the case of an Interim Assessment during a fiscal year, in equal quarterly installments for the balance of the fiscal year.

(e) **Emergency Assessments.** The Association may levy as part of the Annual General Assessment, an Emergency Assessment at any time by a majority vote of all Directors, for the purpose of defraying, in whole or in part, the cost of an emergency expenditure to cover the cost to repair damage from a major, unanticipated event in the nature of an Act of God, or to preserve and maintain the financial viability of the Association. Such Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors, but in no event shall it extend beyond the then current Association fiscal year unless the Board has found that extraordinary circumstances require a longer payment period.

Section 3. Special Assessment. For the exclusive use of defraying, in whole or in part, the cost of any acquisition, construction, expansion, renovation or remodeling of a capital improvement on Association Real Property including fixtures and Personal Property related thereto, the Association may levy a Special Assessment payable over the lesser of 1) the useful life of the asset being funded, or 2) ninety-six (96) months, (commencing on the date of its approved commencement), provided that any such assessment, and any borrowing necessary to finance the capital improvement shall have the approval of sixty-six and two-thirds percent (66 2/3%) of Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum has been attained.

Section 4. Parcel Assessments. In addition to the assessments authorized above, the Association may levy a Parcel Assessment against a particular Parcel for the purpose of recovering the cost of restoring the Parcel, or a House thereon, to a clean, neat and safe condition, as authorized by this Declaration or otherwise in the Governing Documents, the cost of which shall not be included in the General Assessment.

Section 5. Commencement of Annual Assessments. The Annual General Assessments provided herein shall become the obligation of an Owner on the date of conveyance of a Parcel to an Owner who is not the Developer or the Developer's

Preferred Builder, except as otherwise provided in Section 1 of this Article VII. Upon acquiring his or her Parcel, each Owner shall be responsible for any delinquent assessments and the pro rata share of the Annual General Assessment or any Special Assessments charged and in effect with respect to the Owner's Parcel, based upon a three hundred sixty-five (365) day year, together with any other charges imposed or payable thereafter pursuant to Section 1 of this Article VII.

Section 6. Initiation Fees.

(a) The Board of Directors shall have the power and authority to institute an Initiation Fee payable to the Association and in the amount and on such terms and conditions as are approved by a majority of Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum is attained. If a change is approved with respect to the refundable portion of any Initiation Fee, such change shall be prospective only.

(b) The Initiation Fee amount for a new Parcel Owner shall be that amount in effect on the date the ownership of the Parcel is transferred as indicated on the deed to the Parcel.

(c) The Initiation Fee shall be due and paid to the Association by each new Parcel Owner at the time of closing the transfer of ownership of the Parcel. Any Initiation Fee which is not paid to the Association when due shall be dealt with in a manner set forth in this Declaration.

(d) The Initiation Fee charges involving ownership of two (2) Parcels shall be governed by the Association's Bylaws.

(e) To the extent that the Association has authorized a refund in whole or part of any Initiation Fee to an Owner selling the Owner's Parcel, no such refund shall be made unless and until the new Owner of the Parcel has paid the Initiation Fee due at the time of the transfer of title in accordance with the terms and provisions set forth in this Declaration.

(f) Proceeds from Initiation Fees shall be used in the following order: to fund Initiation Fee refunds, to fund such other specific purposes for which an increase in the Initiation Fee was authorized, to fund the Reserve for Operating Contingencies, to fund the Reserve for Repair and Replacement of Capital Assets, and to purchase additional capitalized Association Property.

(g) The Initiation Fee shall not apply to Preferred Builders who acquire property from the Developer pursuant to a Preferred Builder Agreement dated July 28, 2009. However, the Initiation Fee will apply to new Parcel Owners purchasing Parcels from Preferred Builders or from Developer. Furthermore, the Initiation Fee shall not apply to any intra-family title transfers, or to any transfer to a deceased Member's surviving spouse or child who becomes an Owner of the deceased Member's Parcel by

testamentary bequest or otherwise, pursuant to a testamentary plan, including but not limited to a Qualified Personal Residence Trust, or as the result of a divorce that calls for the transfer to a spouse not previously holding title to the Parcel, unless specifically required under Article IV of the Bylaws. At the discretion of the Board of Directors, the Initiation Fee shall not apply to the temporary transfer of a Parcel to a relocation firm.

Section 7. Effect of Nonpayment of Charges; Remedies of the Association.

(a) **Delinquent Accounts.** Any Charges not paid in full in accordance with the terms of the Association Credit Policy shall constitute a Delinquent Account and be subject to Delinquent Account Charges as determined by the Association Board of Directors and the Association Credit Policy. A Delinquent Account shall bear interest at the rate set forth in the Association Credit Policy, as amended from time to time, which rate shall not exceed the maximum lawful rate. In addition, if a Member has a Delinquent Account, including Delinquent Account Charges, and also has a refundable Special Assessment, Initiation Fee or any other deposit with the Association, the Association may use all or any part of the Member's refundable deposit to reduce the total account balance owed, reducing the Member's deposit by the same amount. The Association's Board of Directors may also implement other lawful collection procedures in its sole discretion.

(b) **Liens, Foreclosures and Costs.** All Charges against any Owner or Parcel pursuant to this Declaration, together with such Delinquent Account Charges that have been charged and which subsequently become due, shall be a lien on such Parcel. The Association may bring an action at law against the Owner personally obligated to pay the Charges, foreclose the lien against the Parcel, or both. Costs and reasonable attorneys' fees incurred in any such action may be awarded to the prevailing party. The lien shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at a foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) **Owner's Obligations.** Each Owner, by acquisition of an interest in a Parcel, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of Charges by all methods available for the enforcement of such debts and any related liens, including but not limited to foreclosures, in the name of the Association as if the lien was a mortgage lien on real property. Such Owner expressly grants to the Association a power of sale with respect to any such lien. No Owner may waive or otherwise evade liability for the Charges by abandonment of the Owner's Parcel.

(d) **Subordination of the Lien to Mortgages.** Any lien with respect to unpaid Charges shall, only to the extent required by applicable law, be inferior and subordinate to the lien of a Mortgage placed upon any Parcel, if such mortgage lien is recorded prior to any claim of lien filed by the Association. The foregoing to the contrary

notwithstanding, sale or transfer of any Parcel by a Mortgagee shall not affect any lien filed with respect to unpaid Charges unless otherwise discharged.

Section 8. Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for Charges, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether such Charges have been paid.

Section 9. Budgets.

(a) **Fiscal Year.** The fiscal year of the Association shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) **Preparation and Approval of Annual Budget.** Each year, on or before December 1, the Association Board of Directors shall adopt an Annual Operating Budget for the coming year which shall set forth estimates of revenues and expenses for that year and the estimated current year-end surplus or deficit in accordance with Generally Accepted Accounting Principles, exclusive of depreciation, interest rate swaps (income and/or expense), gain or loss on the disposition of Association Property and operating leases. The Board shall also adopt an Annual Capital Budget for the coming year which shall provide for the additions to the Association Property and for Repair and Replacement of Association Property. On or before December 20 of the year preceding the year covered by the Annual Budget, the Association Board shall provide each of its Members a copy of the approved Operating and Annual Capital Budgets in a reasonably itemized form, and written notice that copies of the Budgets are available to review, upon request, at the Gatehouse. The Budgets, or the commentary presenting the Budgets, shall set forth the amount of the Annual General Assessment and any other Association Charges or funding sources upon which the Budgets are based. The Annual General Assessment as forecasted in the Budgets may not exceed one hundred ten percent (110%) of the highest of the preceding three years Annual General Assessments, provided that such percentage is to be adjusted for the change in the Consumer Price Index for the most current year as compared to the immediately preceding year, without the prior approval of a majority of Owners Entitled to Vote that are present, in person or by proxy, at a meeting at which a quorum has been attained.

(c) **Reserves.** The Association shall collect for and maintain the following Reserve Accounts:

- (i) Reserve for Operating Contingencies.
- (ii) Reserve for Repair and Replacement of Capital Assets.

The Reserve for Operating Contingencies is to be used to fund short-term demand for cash needed for operating expenses. The amount of this Reserve shall be three percent (3.0%) of the current year budget for Gross Operating Revenue. This Reserve shall be funded in the following sequence and from the following sources:

- (i) From any balance remaining in this reserve account at the end of the preceding year.
- (ii) From Net Income from Operations for the preceding year.
- (iii) From unapplied Initiation Fees from the preceding year.
- (iv) From unapplied Initiation Fees from the current year.
- (v) From, and only to the extent necessary, an Interim Assessment.

The Reserve for Repair and Replacement of Capital Assets is to be used for repair and replacement of existing capitalized Association Real Property and Association Personal Property, whether financed with purchase, operating or capital leases. This Reserve shall be funded, as determined by the Annual Reserve Study, in the following sequence and from the following sources:

- (i) From Capital Contributions from the Members in an amount determined annually by the Board of Directors and set forth in the Annual Capital Budget.
- (ii) From interest income on the balance of this Reserve's funds.
- (iii) From unapplied Initiation Fees, but only after funding of Initiation Fee refunds, funding such other specific purposes for which an increase in the Initiation Fee was authorized and the funding of the Reserve for Operating Contingencies .
- (iv) From Net Income from Operations, but only after the Reserve for Operating Contingencies has been fully funded. Net loss from Operations shall not be charged to this Reserve.

Unanticipated operating or capital expenditures not originally included in the Annual Capital Budget which may become necessary during the year shall be charged first against the Reserve for Operating Contingencies, if an operating expense, and against the Reserve for Repair and Replacement of Capital Assets, if a capital expenditure.

Reserves shall be accumulated for specific purposes and in accordance with Section 720.303(6) of the Florida Statutes. In the event of an emergency, the Board of Directors may expend funds from the Reserve for Operating Contingencies, if an operating expense, and from the Reserve for Repair and Replacement of Capital Assets, if a capital expense, reporting this expenditure to the Members together with a plan for the restoration of the Reserves. If the Reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment to restore or reasonably expand the Reserves may be levied in accordance with the provisions of this Article. The Board of Directors, in consultation with the General Manager and any reasonably required independent professional consultants, annually prepare, review and approve a Reserve Study that sets forth the estimated life of all the Association's capital assets, including Association Real Property and Association Personal Property, and the estimated future replacement or repair cost of same. The Reserve Study shall cover a period of twenty (20) years, shall be updated for all additions to or deletions from

Association Property and shall include items that are or may be financed by operating and capital leases.

(d) **Effect of Failure to Prepare or Adopt Budget.** The failure of a Board of Directors to prepare or adopt the Annual Budgets in accordance with the provisions of this Declaration, for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay the Owner's or Member's assessments and Association Charges, whenever the same shall be determined. In the absence of an Annual Budget, each Owner and Member shall continue to pay the Association Charges at the rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

(e) **Association Accounts.** Except as otherwise provided herein, all sums collected by the Association for whatever reason from the Owners, or any other source, may be commingled in a single fund but shall be accounted for separately in accordance with the Policies adopted by the Board of Directors.

Section 10. Exempt Property. The following properties subject to this Declaration shall be exempted from Association Charges and liens: (a) all properties dedicated to and accepted by a governmental body, agency or authority; (b) all Association Real and Personal Property; and (c) all properties owned by Developer which are either unimproved or improved but not occupied.

Section 11. Real Estate Taxes. In the event any of the Property or the Additional Property is taxed separately from the Parcels deeded to Owners, the Association shall include such taxes as part of its Annual Operating Budget. In the event the Association Real Property is taxed as a component of the value of the Parcel owned by each Owner, it shall be the obligation of each Owner, for each Parcel owned by such Owner, to timely pay such taxes.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Purpose. In order to preserve the natural beauty and aesthetic design of the Property and the Association Real Property, and to assure the Association's standing as a highly regarded community in greater Ponte Vedra and Northeast Florida, this Declaration reaffirms the earlier creation of an Architectural Design Board having the following responsibility and authority:

(a) With respect to proposed plans and specifications: to review the proposed construction plans and specifications to determine compliance with and confirm adherence to ADB Guidelines, and to issue final approval of such plans and

specifications prior to the commencement of any and all new construction, renovation or improvement; and

(b) With respect to actual physical construction, renovation or improvement: to review, or cause to be reviewed, the actual work itself to determine compliance with and adherence to ADB approved plans and specifications, and, upon completion, to issue final written approval certifying such compliance for all new construction, renovation and improvement.

Section 2. Architectural Design Board. The Association Board of Directors shall annually appoint the Architectural Design Board (“ADB”), which shall consist of no fewer than five (5) and no more than seven (7) members, two of whom shall be members of the Board of Directors, and all of whom must be Parcel Owners, except that the Developer shall have the right to appoint two (2) additional members of the ADB, who are not required to be Owners, until such time as the Developer no longer owns any Parcel. The Members appointed by the Developer shall retain voting control of the ADB only on those matters related to lots in the Additional Property currently owned by Developer and relating to initial construction of dwellings thereon, but shall be subject to and comply with all current ADB guidelines. Each ADB Member shall be appointed for a one (1) year and may be removed with or without cause by the Association Board at any time by written notice, with a successor appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove and reappoint ADB members which Developer has appointed. The ADB shall meet at least monthly at such places as may be designated by its Chairperson. A majority of members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ADB on any matter before it. The ADB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ADB in performing its functions set forth herein, the costs of which shall be included in the Association Annual Operating Budget.

Section 3. Construction Subject to Architectural Control. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House or Association Real Property, other than the Golf Course, shall be undertaken on any Parcel or Association Real Property unless and until a plan of such construction or alteration has been approved in writing by the ADB. Modifications subject to ADB approval specifically include but are not limited to painting or other alteration of the exterior of a House or Association Real Property (including doors, windows and roof); installation of solar panels or other devices, subject to Section 163.04 of the Florida Statutes; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or fences; addition of awnings, shutters, gates, flower boxes, shelves, statues, or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Parcel,

including without limitation any cutting or removal of trees in excess of three inches in diameter at breast height; planting or removal of plantings; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property and all other modifications, alterations or improvements visible from the Association Property or other Parcels. This Section 3 shall not apply to any portion of the Property while it is being utilized by a governmental entity or developed by Developer in accordance with the Master Plan as limited herein, except for Houses being constructed by the Developer or Developer's Preferred Builders.

Section 4. Jurisdiction of the ADB over Association Real Property. Except as may be otherwise provided herein, the design and construction of all Parcels, all Houses and all elements of the Property, excluding the Golf Course, are made subject to the provisions contained in this Article VIII, to which the Association and every Parcel Owner agrees to be bound. However, development, renovation, replacement, improvement and addition to the Golf Course shall comply with the spirit and intent of the ADB Guidelines, and shall be approved by a majority of all Directors prior to work being performed. Alterations and improvements which do not require the approval of the ADB shall include (a) replacements of assets with new assets of substantially similar design and color; (b) improvements to and alterations of service areas that are substantially out of the view of Members; and (c) minor modifications that may occur during regular repair and maintenance, as determined by the General Manager and reported to the Board.

Section 5. Architectural Review Procedures.

(a) **Design and Construction Standards and Uniform Procedures.** The ADB shall establish design and construction standards for all construction, including improvements and landscaping to which this Article applies. The ADB shall establish the procedure for submitting applications for ADB review. These procedures and the design and construction standards established by the ADB shall be approved by a two-thirds (2/3) vote of all Directors. These standards and procedures, as approved, shall be published as the Architectural Guidelines and Architectural Design Board Policies.

(b) **Application.** Unless otherwise stipulated in the ADB Guidelines, the application to be submitted to the ADB for approval shall include: (i) four (4) complete sets of the construction plans and specifications, including elevations or renderings of all proposed improvements in such form and content deemed acceptable by the ADB; (ii) two (2) complete sets of the landscape plans in form and content deemed acceptable by the ADB; (iii) if required by the ADB, a survey showing the location of trees of at least three (3) inches in diameter at breast height and showing the nature, color, type, shape, height, materials, and location of other significant vegetation on such Parcel; (iv) such other items as the ADB may deem appropriate; (v) any escrow deposit or non-refundable fee as the ADB Guidelines may require; (vi) such other commentary as the ADB or the Owner may wish to have submitted and (vii) the applicant's signed waiver and release containing provisions described in Section 8 of this Article VII. One copy of such plans,

specifications, and related data shall be retained in the records of the ADB. The remaining copies shall be returned to the Owner marked “ADB approved” or “ADB disapproved”.

(c) **Basis for Decision.** Approval shall be granted or denied by the ADB based on compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ADB Guidelines in effect from time to time, the appearance of the improvements from surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ADB (subject to appeal to the Board of Directors), will affect the desirability or suitability of the construction. Subject to the rights of appeal set forth in Section 7 below, the ADB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ADB shall have the right to establish a maximum percentage of a Parcel which may be covered by dwellings, buildings, structures, or other improvements which standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover, and other environmental factors. Following approval of any plans and specifications by the ADB, representatives of the ADB shall have the right during reasonable hours to enter and inspect any Parcel and House or other improvements with respect to which construction is underway to determine whether the plans and specifications approved by the ADB are being complied with. In the event the ADB determines that plans and specifications have not been approved or are not being complied with, the ADB with the approval of the Board of Directors shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) **Notification.** Approval or disapproval of applications shall be given to the applicant in writing by the ADB in accordance with its procedures. In the event the approval or disapproval is not forthcoming from the ADB within thirty (30) days after a submittal to the ADB fully in accord with its published procedures or specific requests (unless an extension is necessitated by an emergency or agreed to by the applicant), the application shall be deemed approved and the construction of the improvements may be commenced; provided that all such construction is in accordance with the plans and specifications submitted to the ADB, and provided further that such plans and specifications conform in all respects to the other terms and provisions of this Declaration and the ADB Guidelines.

(e) **Construction.** After approval by the ADB, the proposed improvements must be substantially commenced within six (6) months; or approval must again be obtained from the ADB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House, and the accompanying landscaping, shall be completed within twelve (12) months from commencement unless an extension of time is granted by the ADB.

(f) **Escrow of Landscaping and Other Costs.** The ADB, in its sole discretion, may require that an Owner place in escrow with the Association an amount in cash or letter of credit determined in accordance with the ADB Guidelines (but in no event in excess of Ten Thousand Dollars (\$10,000.00)). The amount in escrow shall be held to assure the satisfactory completion of all improvements, including landscaping, in accordance with the plans and specifications approved by the ADB within the time period provided in Subsection 4(e) of this Article, including any extensions allowed by the ADB. The deposit will not bear interest. In the event such improvements are not satisfactorily and timely completed, the ADB may present the letter of credit for payment or withdraw any sums from escrow and expend same as necessary to effect the proper completion of the improvements and to cover any administrative or professional costs it may incur in this regard. Any amount remaining in escrow after completion of the improvements to the satisfaction of the ADB shall be paid to the Owner.

Section 6. Fees and Budget. The ADB shall annually prepare a budget with fee requirements for the approval of the Association's Board of Directors. Any fee adjustments that may be required from time to time shall be subject to the approval of the Board of Directors.

Section 7. Appeal. Any applicant may appeal an adverse decision of the ADB to the Association's Board of Directors, which may reverse or modify the decision of the ADB by a two-thirds (2/3) vote of all Directors. Any such appeal must be filed with the Secretary of the Association no later than twenty (20) calendar days after the Parcel Owner has received notice of the decision of the ADB. Upon receipt of the appeal, the Board of Directors will hear and decide the appeal no later than the next meeting of the Board unless such meeting is to be held fewer than seven (7) days after the receipt of the appeal, in which case the appeal will be heard at the following meeting of the Board unless the Board agrees to hold a Special Meeting to consider the appeal.

Section 8. Approval Not a Guarantee. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Nor shall such approvals and standards be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in a good and workmanlike manner or be in accordance with applicable building codes or other governmental requirements. The Association and the ADB shall not be responsible or liable for any defects in any plans or specifications that have been submitted, revised or approved by the ADB pursuant to the terms of this Article or for any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE IX

USE OF PROPERTY

Section 1. Protective Covenants. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration.

(a) **Limitations.** Nothing shall be erected, constructed, planted or otherwise placed on a Parcel in such a position so as to create a hazard or block the vision of motorists on any of the common roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration. Without limiting the generality of the foregoing, unless required by law, no fence, wall or other improvement may be constructed adjacent to the Golf Course which would obstruct play or the retrieval of balls.

(b) **Building Restrictions.** No House or other structure shall be constructed which has a height exceeding thirty-five feet (35') above the ADB approved elevation of the finished first floor of such House or other approved structure, or the maximum structure height allowed by the codes and ordinances established by St. Johns County, whichever is less.

All dwelling units shall have a minimum and some a maximum square footage of Dwelling Space as noted below:

- 1) Single-Family Non-Garden Home, single story - Minimum 2,200 sq. ft.
- 2) Single-Family Non-Garden Home, more than one story- Minimum 2, 400 sq. ft. (*)
*Of which at least 1,800 sq. ft. must be on the ground floor
- 3) Garden Home A, B C and Tennis Center - Minimum 1,800 sq. ft.
- 4) Garden Home A, B, C and Tennis Center not more than a Maximum of 4,350 sq. ft. The second floor is restricted to a Maximum of 1,450 sq. ft. or no more than one half of the first floor square footage.

Each House (except for Houses located on Garden Home Parcels in Tracts A, B and C and the Tennis Center) shall be designed in such a way that the garage doors do not face the street in front of the House.

The foundation of each House and any ancillary structure other than patios, driveways, pools and lights shall be located on the Parcel in the following manner:

A. For Parcels located in Units I through VIII:

(1) not nearer than twenty-five feet (25') from the front lot line of the Parcel and twenty-five feet (25') from the side lot line when adjoining a street;

(2) not nearer than twenty feet (20') from the rear lot line of the Parcel (except that as to lots 113, 114, 115, 116, 117, 124, 125, 130 and 131 in Unit One; lots 13, 14, 15, 16, 17, 18 and 19 in Unit Two; lots 17, 18 and 19 in Unit Five and lots 16, 17 and 26 in Unit Six, the set back from the rear lot line shall be established by the ADB in its sole and absolute discretion and duly recorded in the public records; and

(3) not nearer than ten feet (10') from the side lot line of the Parcel.

B. For each Parcel located in Unit IX:

(1) not nearer than twenty feet (20') from the front lot line of the Parcel;

(2) not nearer than seventeen feet, six inches (17' 6") from the rear lot line of the Parcel; and

(3) not nearer than five feet (5') from the side lot line of the Parcel.

C. For each Parcel located in the Garden Homes, Tract A:

(1) not nearer than twenty-five feet (25') from the front lot line of the Parcel;

(2) not nearer than twenty feet (20') from the rear lot line of the Parcel;

(3) not nearer than two feet (2') from the side lot line on the patio wall (zero line) side of the Parcel; and

(4) not nearer than eight feet (8') from the side lot line on the side opposite the patio wall side of the Parcel.

D. For each Parcel located in the Garden Homes, Tracts B and C and the Tennis Center:

(1) not nearer than twenty feet (20') from the front lot line of the Parcel;

(2) not nearer than seventeen feet, six inches (17' 6") from the rear lot line of the Parcel;

(3) not nearer than two feet (2') from the side lot line on the patio wall (zero line) side of the Parcel; and

(4) not nearer than eight feet (8') from the side lot line on the side opposite the patio wall side of the Parcel.

E. For each Parcel located in the Units X, XI and XII:

(1) not nearer than twenty-five feet (25') from the front lot line of the Parcel,

(2) not nearer than seventeen feet, six inches (17' 6") from the rear lot line of the Parcel; and

(3) not nearer than ten feet (10') from the side lot line of the Parcel.

(c) **Service Areas.** All garbage receptacles, fuel tanks, gas and electric meters, air conditioning equipment, pool equipment, machinery, generators and all other materials, supplies and equipment which are stored outside must be placed or stored so they will be concealed from view from Association Real Property and adjacent Parcels. A visual barrier is required and shall be at least four (4) feet high. Such a barrier must consist of the same material and color as the House, be accompanied by landscaping and approved overall by the ADB. No window air conditioning units may be installed in any House.

(d) **Residential Use.** Each Parcel shall be improved and devoted exclusively to residential use except as otherwise permitted by law. Any use of a Parcel which would require a non-residential zoning designation shall not be permitted.

(e) **Temporary Memberships, Leases and Tenants.**

(i). Nothing herein shall be deemed to prevent the Owner from leasing his or her Parcel for a term of no fewer than twelve (12) months, subject to the provisions of the Governing Documents, including Section 2 of Article IV and other provisions of this Declaration, as they may be amended. Any Tenant seeking to have use of the Association Real and Personal Property, other than for ingress and egress, must apply for and be approved as a Temporary Member by the Board of Directors or such review

committee as the Board may designate, unless the rights of Membership are being retained by the Owner of the Parcel.

(ii). If a Tenant is approved as a Temporary Member, the Owner of the leased Parcel shall not have the right to use the Association Real or Personal Property, or exercise any other rights of Membership, except the sole right to vote. Regardless of an approved tenancy, the Owner leasing a Parcel shall be responsible for all unpaid Charges incurred by the Tenant, whether or not approved as a Temporary Member.

(iii). The Board of Directors may evict tenants, whether or not approved as Temporary Members, upon reasonable notice for a major violation, or repeated minor violations, of provisions of the Governing Documents. Any approved Temporary Membership is subject to annual review and renewal or termination in the sole discretion of the Board of Directors.

(f) **Nuisances.** No nuisance that is or might be detrimental to any other Parcel or Association Real or Personal Property shall be permitted to exist, or operate on, any Parcel or Association Real or Personal Property.

(g) **Improper or Unlawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Property, shall be complied with at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste shall be committed on the Property.

(h) **Insurance.** Nothing shall be done or kept on any Parcel or in or on Association Property which will increase the cost, or cause the cancellation or material detrimental modification of insurance required for Association Real or Personal Property or any other Parcel, or the contents thereof, without the prior written consent of the Association.

(i) **Access.** Owners shall allow the Board of Directors or agents and employees of the Association to enter any Parcel for the purpose of inspecting, making necessary maintenance, repair or replacement of the improvements in the Yards, determining compliance with the Governing Documents or dealing with an emergency.

(j) **Pets.** Pets of customary household variety, such as cats, dogs, birds and fish, may be kept by an Owner on his or her Parcel but only if such pets do not cause disturbance or annoyance on the Property. All pets must be held or kept leashed at all times in the Property, and pet owners shall immediately collect and properly dispose of the wastes and litter of their pets. The Association reserves the right to limit those parts of the Association Property where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Parcel. The

Association further reserves the right to demand that an Owner remove a pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(k) **Signs.** Except as may be required by applicable law or legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed on any Parcel, House, Association Real Property or Yard or from any window, unless prior written approval of size, shape, content and location has been obtained from the Association Board of Directors, which approval may be withheld in its sole discretion. Notwithstanding the foregoing, the Board of Directors may erect reasonable and appropriate signs on any portion of the Association Property to promote or announce Association sponsored events, to welcome tournament or other invited guests or to control and direct traffic.

(l) **Motorcycles, Etc.** No motorcycles, mopeds, motorized scooters, motorized skate boards or go-carts shall be allowed on the Common Roads or anywhere within the Property except as approved by the Association Board of Directors in its sole discretion.

(m) **Garbage and Trash Containers.** All garbage and trash containers must be placed and maintained in accordance with the Association's Rules & Regulations. No garbage or trash shall be placed anywhere except as aforesaid, and no portion of the Property shall be used for dumping refuse.

(n) **Detached Temporary Structures.** No detached structures, including without limitation trailers, tents, shacks, barns, sheds, or other outbuildings, shall be permitted on any Parcel at any time, other than:

(i) Cabanas appurtenant to a swimming pool, detached garages, and gazebos approved by the ADB;

(ii) Temporary structures (including temporary or Porto-Let toilets) on any Parcel during the period of actual construction on that Parcel. Such structures shall be reasonably neat in appearance, no larger than eight feet by ten feet and shall be placed on the Parcel no farther forward than the main residential building; and

(iii) Tents or temporary structures for use during social functions.

(o) **Water Supply and Sewage.** No septic tanks shall be permitted on any Parcel within the Property. No Owner shall construct any irrigation system or install a well without the prior approval of the ADB, nor shall any Owner draw water from any lake or other body of surface water on the Property for any reason.

(p) **Fuel Storage tanks.** No visible fuel or storage tanks may be affixed on any Parcel. Notwithstanding this provision, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces on his or her Parcel if specifically approved by the ADB.

(q) **Garages and Parking.** Garage doors shall be kept closed, except when vehicles are entering or leaving the garage or doors need to be open for reasonable purposes. Vehicles shall be kept inside the garage(s) from sunset to sunrise, except that they may be parked on the driveway of the Parcel if the number of licensed drivers and vehicles owned and operated by permanent occupants of such Parcel exceeds the number of garage spaces. For the purposes of this paragraph, golf carts shall not be counted as vehicles in calculating the number of vehicles owned and operated by permanent occupants of a Parcel. Vehicles may not be parked on the street, except for service vehicles during permitted hours for service and vehicles connected to social functions.

(r) **Soliciting.** No commercial door-to-door soliciting shall be allowed. Unposted Member-to-Member mailings shall not be used for any solicitation.

(s) **Maintenance.** The portions of the House visible from other Parcels and the Association Real Property and all Yards and entrances must be kept in an orderly condition so as not to detract from the neat appearance of the Property. The Board of Directors, in its sole discretion, may determine whether the visible portions of the Houses and Yards are orderly. After reasonable notice to the Owner and a failure to cure the specified maintenance failure, the Association may have any objectionable items removed from any Yard to restore its orderly appearance, without liability, and charge the Owner for any costs incurred in the process, as more particularly set forth in Article VII, Section 4, and Article V, Section 4(a) hereof. All such costs shall be Charges and a Parcel Assessment.

(t) **Trees.** No trees greater than three inches in diameter at breast height shall be cut or removed without approval of the ADB.

(u) **Mailboxes.** Except as approved otherwise by the ADB, mailboxes of any size, location or description shall not be permitted on any Parcel, except attached to a House as approved by the ADB. If approved by a majority of Owners Entitled to Vote, the Association shall provide and install freestanding mailboxes, standards, brackets and name signs for such boxes at the Owners' expense in such location and of such size, color and design as determined by the Board of Directors and approved by the ADB.

(v) **Watercraft.** No watercraft may be used on any body of water on the Property without prior approval of the Board of Directors.

(w) **Shoreline Improvements.** No docks appurtenant to any Parcel shall be permitted. Bulkheads, decks and other shoreline improvements may be built by an Owner or the Association but only with the prior approval of the ADB.

(x) **Fences and Walls.** No chain link fences of any kind shall be permitted, except on the border of the Association Real Property, at the Tennis Center and in the

Tabby Lane area. No other fences or walls shall be erected without the prior approval of the ADB.

(y) **Golf Course Areas.** Owners, as well as their Families, tenants, guests, invitees and pets, shall be obligated to refrain from any actions which would interfere with or detract from the play or playing qualities of the Golf Course. Such prohibited activities shall include but not be limited to: maintenance of dogs or other pets under conditions which interfere with Golf Course play due to their loud barking or other actions; running or walking on the fairways; searching for or retrieving balls, other than a ball of someone currently playing the course (which, if out of bounds, must be done with due respect for landscaping and improvements of an Owner in accordance with Article X, Section 6); and transmission of loud noises which would distract golfers, except where incident to construction activity.

(z) **Motor Vehicles, Trailers, Boats, Etc.** No outside storage or overnight parking shall be permitted upon any Parcel or within any portion of the Property (other than areas provided therefore within the Property, if any) of any trailer (either with or without wheels), motor or mobile home, tractor, truck (other than pickup trucks), commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart, or any other related forms of transportation devices. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Parcel or within any portion of the Property, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.

(aa) **Sales and Construction Activities.** Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, and subject to the limitations set forth in: the Agreement for Transfer of Beach Club, Early Turnover of Homeowners' Association and Club and Other Related Matters and Supplemental Agreement to Restated Agreement for Transfer of Beach Club, Early Turnover of Homeowners' Association and Club and Other Related Matters and that certain agreement dated September 27, 2005 between the Developer, the Association and the Successor Developer, it shall be expressly permissible for Developer and its agents, employees, successors, and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient, or incidental to the completion, improvement, and sale or the development of Parcels including, without limitation, the installation and operation of sales and construction trailers and offices, the use of the gatehouse for sales activities (subject to the limitations hereinafter set forth), signs and model dwellings. After the Developer transfers use of the gatehouse facilities to the Association, the Developer shall be permitted to lease a portion of the gatehouse for its sales office for \$1.00 per year, together with a sharing of the cost of utilities and maintenance based on the portion being used by the Developer, until such time as the Developer owns twenty (20) or fewer lots in the aggregate, within the Property or any portion of the Additional Property which, pursuant to this Declaration, may be added to the Property by Supplemental Declaration

without violating Article XI, Section 13 of this Declaration. Thereafter, the Developer shall immediately vacate the gatehouse. The Developer shall notify the Association in writing no more than five (5) days after the date on which the Developer satisfies the requirements set forth in the preceding sentence.

(bb) **Delivery and Construction Hours.** Unless there is an emergency, no construction or delivery of construction material is permitted on any Parcel or the Association Real Property Monday through Friday before 7:00 a.m. or after 6:00 p.m., on Saturdays before 9:00 a.m. or after 4:00 p.m. and on Sundays and Holidays at no time without the prior consent of the General Manager of the Association or the Association's General Services (or comparable) department.

Section 2. Compliance.

(a) **Owners' and Members' Responsibilities.** It shall be the responsibility of each Owner and Member to conform to and abide by the Governing Documents in regard to the use of the Parcels and Association Real and Personal Property which may be adopted in writing from time to time by the Association's Membership, Board of Directors or the ADB, and to ensure the Owner's or Member's Family, guests, tenants, employees, agents and contractors do likewise.

(b) **Violation.** Upon any violation of any of the Governing Documents by an Owner, a Member or his or her Family, tenants, guests or invitees, the Association may levy fines in such amounts and for such periods as may be permitted by law and approved by two-thirds (2/3) of the Board of Directors or suspend an Owner's or Member's privileges to use the Association Real and Personal Property for a period permitted by law. Any suspension of privileges approved in accordance herewith shall apply to a Member and his or her Family, guests, tenants or invitees in compliance with the applicable provisions of Chapter 720 of the Florida Statutes, as amended. To enforce any provisions of the Governing Documents, the Association or any Owner may bring action for specific performance, declaratory relief, injunction or damages, foreclosure of a lien or any other remedy at law or in equity. The prevailing party may recover costs and attorneys' fees in such suit, including all fees and costs incurred on appeal.

Section 3. Personal Services. Employees, agents, and workers of the Association shall not be required to attend to any personal matters or business of the Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Association Board of Directors. ***The direct engagement of any employee of the Association by a Member to perform services for the Member on a Member's Parcel or otherwise is at the full risk of the Member.*** The Association shall not be responsible in any way for the performance of the employee, any injury or other damages suffered by the employee or any damages of any kind caused by the employee while engaged by the Member. No employee of the Association may utilize any property or equipment of the Association when performing private services for a Member unless such services are contracted by

the Member with the Association and are subject to all the terms and conditions of such a contract. In particular, all Members are advised that any claims advanced by employees or their legal representatives against the Association arising out of their engagement by any Member for services outside of their normal duties and responsibility as employees of the Association unless such services have been contracted for with the Association, ***including but not limited to claims for compensation under applicable worker compensation laws, shall be solely the responsibility and obligation of the Member,*** who shall indemnify, hold harmless and defend the Association harmless against all claims, including but not limited to reasonable attorney's fees incurred by the Association.

ARTICLE X

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. Utility Easements. The Association reserves for itself and for the Developer and its designees a five (5) foot easement for benefit of the Property upon, across, over, through, under, and parallel to each Parcel boundary line, except for Garden Home Parcels, for ingress and egress in connection with the installation, replacement, repair and maintenance of the Utility System, for drainage, for police powers and for services supplied by either Developer or the Association. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wire, circuits, pipes and conduits on and under the Parcels in said easement areas. This easement shall be perpetual in duration and in addition to any other recorded easements on the Property.

Section 2. Easement to Correct Drainage. The Association reserves for itself, its designees and assignees a blanket easement and right on, over and under the ground within the Property, including all Parcels, to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes, and shrubbery, make any grading of the soil, take up pavement, and take any other similar action reasonably necessary, following which the Association shall restore the affected Property to its original condition as nearly as practicable. The Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Association and shall not be construed to obligate the Association to take any affirmative action.

Section 3. Encroachment. To the extent that any improvements constructed by the Association or Developer on or in any Parcel encroaches on any other Parcel or Association Real Property, whether by reason of any deviation from the subdivision Plat(s) of the Property or by reason of the settling or shifting of any land or

improvements, a valid easement shall exist for such encroachment and the maintenance thereof.

Section 4. Maintenance. There is reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Association Real and Personal Property in accordance with the Governing Documents. In addition, the Association shall have the right to trim or remove any and all landscaping adjacent to the Golf Course or trim and remove trees which overhang the Golf Course and shall have and reserve an easement over Parcels adjacent to Golf Course to perform such maintenance.

Section 5. Adjoining Parcels. Each Owner of a Parcel grants to the Owner of each adjoining Parcel such easement over the portion of his or her Parcel lying outside the exterior wall of his or her House as may be reasonably necessary to maintain the adjoining Parcel. The rights granted hereunder may only be exercised during reasonable hours and only when necessary to permit the maintenance and repair of such adjoining Parcel and improvements thereon. The use of any such easement is subject to the obligation of the Parcel Owner who exercises this right to repair all damage to his or her adjoining Parcel Owner's property caused by such exercise.

Section 6. Golf Course. The Association reserves for itself, its successors and assigns and for all users of the Golf Course on the Association Real Property a perpetual, nonexclusive easement over the Association Real Property and Yards (but not Interior Enclosed Areas of Houses) for access for Golf Course maintenance, together with a non-exclusive, perpetual easement for pedestrian access by golfers throughout the Property for occasional ingress and egress incidental to the play of golf and retrieval of a player's ball; provided however, that after a House has been constructed on any Parcel, the easement of access by golfers on that Parcel shall be limited to the retrieval of a golfer's ball beyond the out of bounds markers but on the condition that the golfer respects all elements of the Owner's landscaping and improvements.

Section 7. Duration of Easements. All easements reserved herein to the Association or Developer shall be perpetual in duration.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with, and bind, the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, the Owners, and their respective legal representatives, heirs, successors or assigns for a term of thirty (30) years after the date on which this Declaration is recorded in the Public Records of St. John's County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each

unless the Association records an instrument, approved by seventy-five percent (75%) of Owners Entitled to Vote, which terminates this Declaration as of a specified date, no earlier than the expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this Section, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 2. Condemnation. In the event all or part of the Association Real or Personal Property shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the sole and exclusive right to act on behalf of the Association with the respect to the negotiation and litigation of the taking or condemnation affecting such Association Real and Personal Property. By a vote of eighty percent (80.0%) of Owners Entitled to Vote, Owners may agree to distribute the proceeds from any condemnation or taking by eminent domain; but if the Owners do not so agree, such proceeds shall be added to the capital funds of the Association.

Section 3. Notices. Any notice required to be sent to the Owner of any Parcel under the provisions of this Declaration or any other Governing Document shall be deemed to have been properly sent when mailed, first-class postage prepaid, or, with respect to an address within the Property, deposited with the Association's mail service and, hand delivered to the last known address of the person who appears as Owner of such Parcel on the records of the Association at the time of such mailing or delivery.

Section 4. Enforcement. In addition to the other enforcement provisions set forth in this Declaration, the provisions of this Declaration and any other Governing Document may be enforced by any Owner, or the Association or Developer (as long as it holds title to any Parcel) by a proceeding at law or in equity against any person or entity violating or attempting to violate the provisions of a Governing Document, either to restrain violation or to recover damages or both. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to so enforce at any time thereafter.

Section 5. Interpretation. The provisions of this Declaration and all other Governing Documents shall be liberally construed to effectuate their purpose and intent of creating a uniform, consistent plan for the development and use of the Property.

Section 6. Invalidity. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration, which shall remain in full force and effect.

Section 7. Gender and Number. The use of masculine gender herein shall be deemed to include the feminine gender and the use of singular shall be deemed to include the plural, whenever the context so requires.

Section 8. Amendment. This Declaration may be amended by a majority of Owners Entitled to Vote. An amendment so adopted shall be effective upon (i) its execution by the President of the Association and certification by the Secretary of the Association, and (ii) its subsequent recordation in the public records of St. Johns County, Florida.

Section 9. Consent of Mortgagees. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they rely in making loans secured by Mortgages on the Parcels. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without prior written consent of all Mortgagees holding liens on eighty percent (80%) or more of the Parcels encumbered by Mortgages. Any such consent requested by the Developer, the Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply to, or be construed as a limitation upon, those rights of the Developer, the Association or the Owners to make amendments which do not adversely affect the Mortgagees.

Section 10. Legal Fees. Any and all legal fees, including but not limited to trial and appellate attorneys' fees and court costs, incurred by the Association in the lawful enforcement of any of the provisions of this Declaration or any Governing Document, regardless of whether such enforcement requires judicial action, such as attorneys' fees and costs and related expenses incurred in any grievance committee proceeding in which any Member or Owner is suspended or fined, or both, shall be assessed against and collectible from the unsuccessful party to the action and, if an Owner, shall be a lien against such Owner's Parcel in favor of the Association.

Section 11. Action Without Meeting. Any action required to be taken under this Declaration by vote or assent of the Owners may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Owners entitled to vote. Any action so approved shall have the same effect as though taken at a meeting of the Owners entitled to vote, and such approval shall be duly filed with the minutes of the Association.

Section 12. Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida, both substantive and remedial.

Section 13. Limitation of Number of Parcels; Covenant Running With the Land. Notwithstanding anything contained within the Master Plan or any other document to the contrary, at no time shall the number of Parcels located within the Property (whether included in the Property on the date hereof or added to the Property by Supplemental Declaration as provided herein) exceed five hundred sixty-four (564) in the aggregate. The limitation shall be a covenant running with the Property and the Additional Property.

Section 14. Successors and Assigns of Developer. All rights, privileges, and obligation conferred upon the Developer shall be exercisable by each successor in title designated by Developer and agreed by Association, such agreement by Association not to be unreasonably withheld. In addition, all Developer's rights, privileges and responsibilities in this Declaration shall be assignable upon the prior written consent of Association's Board of Directors.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed in its name on the day and year first above written by its duly authorized President and Secretary, who certify that the requirements for executing and recording this Declaration have been satisfied.

THE PLANTATION AT PONTE VEDRA, INC.
a Florida not-for-profit corporation

Signed, sealed and delivered
in the presence of:

By: _____
Name: _____
Its: President

By: _____
Name: _____
Its: Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF ST. JOHNS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, _____ as President and _____ as Secretary of The Plantation at Ponte Vedra, Inc., a Florida not-for-profit corporation, to me personally known to be the persons who signed the foregoing instrument as such officers; and they severally acknowledged that the execution thereof was their free act and deed for the uses and purposes expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforementioned this _____ day of _____, 2010.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

[NOTARY SEAL]

Exhibit "A"

The Property

A portion of Government Lots 6, 7 and 10 TOGETHER WITH all of Government Lots 11, 12, 13 and 14, all in Section 10 TOGETHER WITH a portion of Government Lots 1, 2, 3, 4 and 7, all in Section 15 TOGETHER WITH a portion of Section 16 TOGETHER WITH a portion of the Joseph S. Sanchez Grant, Section 43, all of the Francis X. Sanchez Grant, Section 44, all lying in Township 4 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

BEGIN at the intersection of the Northerly line of said Government Lot 6, Section 10, with the Westerly right-of-way line of State Road A-1-A and/or State Road 203 (also known as Ponte Vedra Bypass Road); thence South 25°44'20" East along said Westerly right-of-way line, 1384.50 feet to the point of curvature of a curve to the left; thence Southeasterly continuing along said Westerly right-of-way line and along the arc of a curve concave Northeasterly and having a radius of 2010.08 feet, an arc distance of 882.59 feet, said arc being subtended by a chord bearing and distance of South 38°19'04" East, 875.52 feet to the point of tangency of said curve; thence South 50°53'48" East continuing along said Westerly right-of-way line of State Road A-1-A, 374.89 feet to the Easterly line of said Government Lot 10, Section 15; thence South 01°31'29" East along last said line and the Easterly line of said Government Lot 14, Section 10, a distance of 643.47 feet to the North line of the Moses E. Levy Grant, Section 45, said Township 4 South, Range 29 East; thence South 70°48'23" West along the Northerly line of said Section 45, a distance of 670.48 feet to the Westerly line thereof; thence Southeasterly along the Westerly line of said Moses E. Levy Grant, Section 45 run the following three (3) courses and distances: COURSE NO. 1: South 10°32'40" East, 178.64 feet; COURSE NO. 2: South 41°25'28" East, 450.96 feet; COURSE NO. 3: South 41°31'10" East, 440.26 feet to the corner common to said Section 45 and said Section 10 and aforesaid Section 15; thence South 14°25'14" East continuing along the Westerly line of the Moses E. Levy Grant, Section 45, a distance of 626.89 feet; thence South 39°25'56" East along said Westerly line of Section 45, a distance of 563.22 feet to the Westerly line of those lands described and recorded in Official Records Book 539, Page 202 of the Public Records of said County; thence South 16°59'16" East along last said line, 1037.49 feet to the Northerly right-of-way line of Mickler Road (a 66 foot right-of way, as now established and locally recognized); thence Southwesterly along the Northerly right-of-way line of said Mickler Road run the following eight (8) courses and distances: COURSE NO. 1: South 52°26'56" West, 366.29 feet to the point of curvature of a curve to the left; COURSE NO. 2: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 4948.47 feet, an arc distance of 633.36 feet, said arc being subtended by a chord bearing and distance of South 48°46'56" West, 632.93 feet to the point of tangency of said curve; COURSE NO. 3: South 45°06'55" West, 1114.02 feet to the point of curvature of a curve to the left; COURSE NO. 4: thence Southwesterly along and around the arc of a curve concave Southeasterly and having a radius of 907.77 feet, an arc distance of 552.99 feet, said arc being subtended by

a chord bearing and distance of South 27°39'50" West, 544.48 feet to the point of tangency of said curve; COURSE NO. 5: South 10°12'45" West, 220.42 feet to the point of curvature of a curve leading Southwesterly; COURSE NO. 6: thence along and around the arc of a curve concave Northwesterly and having a radius of 1113.28 feet, an arc distance of 392.14 feet, said arc being subtended by a chord bearing and distance of South 20°18'12" West, 390.11 feet to the point of compound curvature of a curve leading Southwesterly; COURSE NO. 7: thence along and around the arc of a curve concave Northwesterly and having a radius of 1137.17 feet, an arc distance of 509.17 feet, said arc being subtended by a chord bearing and distance of South 43°13'16" West, 504.93 feet to the point of tangency of said curve; COURSE NO. 8: South 56°02'53" West, 441.08 feet to an intersection with the Northeasterly right-of-way line of Old Palm Valley Road (a 100 foot right-of-way, as now established); thence Northwesterly along said Northeasterly right-of-way line run the following nine (9) courses and distances: COURSE NO. 1: thence Northwesterly along and around said Northeasterly right-of-way line and along and around the arc of a curve concave Southwesterly and having a radius of 1084.17 feet, an arc distance of 434.74 feet, said arc being subtended by a chord bearing and distance of North 28°53'57" West, 431.83 feet to the point of tangency of said curve; COURSE NO. 2: North 40°23'12" West, 410.64 feet to an angle point in said right-of-way line; COURSE NO. 3: North 40°04'10" West, 267.50 feet to the point of curvature of a curve leading Northwesterly; COURSE NO. 4: thence along and around the arc of a curve concave Northeasterly and having a radius of 2259.01 feet, an arc distance of 445.61 feet, said arc being subtended by a chord bearing and distance of North 34°25'07" West, 444.89 feet; COURSE NO. 5: South 85°53'26" East, 24.17 feet to an intersection with the arc of a curve leading Northwesterly; COURSE NO. 6: thence along and around the arc of a curve concave Northeasterly and having a radius of 7334.55 feet, an arc distance of 76.46 feet, said arc being subtended by a chord bearing and distance of North 33°28'54" West, 76.46 feet to the point of tangency of said curve; COURSE NO. 7: North 33°10'58" West, 2628.75 feet to the point of curvature of a curve leading Northwesterly; COURSE NO. 8: thence along and around the arc of a curve concave Northeasterly and having a radius of 1230.97 feet, an arc distance of 566.37 feet, said arc being subtended by a chord bearing and distance of North 20°00'07" West, 561.39 feet to the point of tangency of said curve; COURSE NO. 9: North 06°49'15" West, 910.90 feet to an intersection with the line dividing Section 9, said Township 4 South, Range 29 East and aforesaid Section 16; thence North 87°25'45" East along last said line and the Southerly line of those lands described and recorded in Official Records Book 237, Page 773 of the Public Records of said County, 691.33 feet to the corner common to said Sections 9, 10, 16 and the Francis X. Sanchez Grant, Section 44, all in Township 4 South, Range 29 East; thence North 02°11'45" West along the Westerly line of said Section 10, also being the Easterly line of Government Lot 3, said Section 9, a distance of 2648.26 feet to the Northwesterly corner of aforesaid Government Lot 12, Section 10; thence North 88°42'05" East along the Northerly line of said Government Lot 12, a distance of 1314.11 feet to the Southwesterly corner of said Government Lot 6, Section 10; thence North 01°24'56" West along the Westerly line of said Government Lot 6, a distance of 1326.32 feet to the Northwesterly corner of said Government Lot 6;

thence North 88°41'02" East along the Northerly line of said Government Lot 6, Section 10, a distance of 1221.49 feet to the POINT OF BEGINNING.

Along with the following:

That certain piece, parcel or tract of land situate, lying and being in the County of St. Johns and State of Florida, known and described as Lots 1S, 2S and 3S, OCEAN FRONT DUNES AT PONTE VEDRA BEACH, according to the Plat thereof recorded in Map Book 13, Pages 69 and 70 of the Public Records of St. Johns County, Florida.

LESS AND EXCEPT the Additional Property as described on attached Exhibit "B" and the Utility Property as described on attached Exhibit "C".

Exhibit "B"

Additional Property

A portion of Sections 10, 15 and 44, the Francis X Sanchez Grant, Township 4 South, Range 29 East, St. Johns County Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Lot 113, as shown on Plat of The Plantation at Ponte Vedra Unit One, as recorded in Map Book 19, Pages 39 through 51 inclusive of the Public Records of said County, said corner lying on the Easterly right-of-way line of Plantation Circle (a 60 foot private right-of-way as shown on map of said The Plantation at Ponte Vedra Unit One); thence South 10°32'40" East, along last said line and the East line of said The Plantation at Ponte Vedra Unit One, 178.64. feet to the POINT OF BEGINNING; thence South 41°25'28" East, 450.96 feet; thence South 41°31'10" East, 440.26 feet; thence South 14°25'14" East, 556.90 feet, thence South 75°14'10" West, 587.52 feet to the Easterly right-of-way line of Plantation Circle South (a 60 foot private right-of-way as shown on the plat of The Plantation at Ponte Vedra Unit Four, as recorded in Map Book 21, Pages 39 through 43, of the Public Records of said County); thence run Northwesterly and Northeasterly the following (3) three courses and distance along last said line Course No. 1; Northwesterly along and around the arc of a curve being concave Northeasterly and having a radius of 1512.63 feet, and arc distance of 293.24 feet, said arc being subtended by a chord bearing and distance of North 43°04'04" West, 292.78 feet to the point of tangency of said curve; Course No. 2: thence North 37°30'50" West, 110.12 feet to the point of curvature of a curve leading Northerly; COURSE NO. 3; Northerly along and around the arc of a curve concave Easterly and having a radius of 25.00 feet, an arc distance of 33.39 feet, said arc being subtended by a chord bearing and distance of North 00°44'27" East, 30.96 feet to the Easterly right-of-way line of Plantation Circle (a 60 foot private right-of-way as shown on the plat of The Plantation at Ponte Vedra, Unit One, as recorded in Map Book 19, Pages 39 through 51 of the Public Records of said County); and the point of reverse curvature of said curve; thence run the following four (4) courses and distances along the last said line COURSE NO. 1: Northeasterly along and around the arc of said curve being concave Westerly and having a radius of 855.44 feet, an arc distance of 419.73 feet, said arc being subtended by a chord bearing and distance of North 24°56'21" East, 415.53 feet to the point of tangency of said curve; COURSE NO. 2; North 10°52'59" East, 125.65 feet to the point of curvature of a curve leading Northerly; COURSE NO. 3: thence along and around the arc of said curve, being concave Westerly and having a radius of 498.68 feet, an arc distance of 271.77 feet, said arc being subtended by a chord bearing and distance of North 04°43'46" West, 268.42 feet to the point of reverse curvature of a curve leading Northeasterly; COURSE NO. 4: thence along and around the arc of said curve, being concave Northeasterly and having a radius of 1561.02 feet, an arc distance of 266.94 feet, said arc being subtended by a chord bearing and distance of North 15°26'36" West, 266.61 feet to the Southerly line of said The Plantation at Ponte Vedra Unit One and the POINT OF BEGINNING.

Exhibit "C"

Utility Property

1. Parcel 27, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 1232, Page 991;
2. Parcel 28, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 828, Page 220;
3. Parcel 29, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 936, Page 974;
4. Parcel 30, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 723, Page 645;
5. Parcel 31, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 723, Page 645;
6. Parcel 33, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 1618, Page 1106;
7. Parcel 34, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 721, Page 784, less and except property recorded in Official Records Book 1524, Page 781 and Official Records Book 1748, Page 1158;
8. Parcel 34, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument Easement A and Easement B, as recorded in Official Records Book 1524, Page 778;
9. Parcel 35, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 936, Page 968;
10. Parcel 36, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 1416, Page 1832;

11. Parcel 37B, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 1416, Page 1832;
12. Parcel 40, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 1475, Page 23; and
13. Parcel 41, all of the public records of St. Johns County, Florida, as more particularly described in that certain instrument as recorded in Official Records Book 1618, Page 1106.