

be entitled to use of the electricity, air conditioning, and other services provided to the building, and the Association shall not be entitled to any reimbursement for such. Developer and its assigns shall also have a perpetual easement to access the aforescribed area from all other portions of the building in which the area is located, and to construct an exterior entrance to such area. All costs of repair, maintenance, and insurance of the space is to be borne by the Association, which shall also be required to maintain the entire space in good condition and free of defects, including, but not limited to, leaks.

7.8 Irrigation System Easement. Developer and its assigns shall have a perpetual easement to maintain on and under the Common Areas a pump house and related facilities and underground lines to be used as a master irrigation system for the Properties. The cost of maintenance, repair and installation of all said equipment and facilities shall be borne by Developer and/or its assigns. Developer and/or its assigns shall also have a perpetual easement and license to draw water from any and all retention areas located on the Common Areas without payment of any form of compensation to the Association or any other person.

8. Water and Sewer Systems. The County shall provide water and sewer service to the Developer's Lands.

9. The Association

9.1 Membership. The Developer and every Owner shall be Members. Membership shall not be assignable.

9.2 Voting by Voting Members. After Turnover of the Association by the Developer to the Owners, each Member shall be entitled to one vote for each Parcel owned by the Member. Prior to Turnover to the Owners, the Developer, its successors or assigns, shall exercise total control of the Association.

9.3 Construction Commencement and Completion. Construction of a Residential Unit must commence within two (2) years of purchase of the Residential Parcel by a person other than the Developer or Builder, and must be completed within nine (9) months after the date of commencement. If the construction is not completed within said nine (9) month period, the Association shall have the right, but not the obligation, to maintain the Parcel in a neat and orderly condition until completion of construction. All costs incurred by the Association in doing so shall constitute a special assessment against the Parcel and the Owner, enforceable as provided herein.

10. Use Restrictions

10.1 Compliance with Zoning Ordinances. No use may be made of a Parcel or the Common Areas that violates any applicable zoning ordinance or resolution or the relevant Site Construction Plans.

10.2 Rules and Regulations. No person shall use the Common Areas or any part of them in any manner contrary to the rules and regulations adopted by the Board under the Bylaws.

10.3 Offensive Conduct. No behavior or practice shall be permitted on the Common Areas that endangers or unreasonably annoys an Owner or other authorized user of the Common Areas or that might cause the premiums for insurance on the Common Areas to be increased, and no immoral or unlawful use shall be made of any part of the Common Areas.

10.4 Animals. No animal owned by (or in the custody of) a Residential Owner or his/her tenants or guests shall be permitted on the Common Areas except when it is leashed or carried by hand and is in an area that the Association has specially designated for pets. The Board may order temporarily or permanently banned from the Common Areas, and/or the Properties generally, any animal that is dangerous or that becomes obnoxious by reason of aggressive or intimidating behavior, barking, littering, or otherwise. No animal may be kept on the Properties for commercial or breeding purposes. No animal may be kept outside a Residential Unit unless someone is present in the unit.

Any resident shall pick up and remove any solid animal waste deposited by the pet on the Developer's Lands, except designated pet-walk areas, if any.

10.5 Children. Children must observe the rules and regulations adopted by the Association for the use of the Common Areas to the same extent adults and Owners must.

10.6 Security Stops. The Association's security personnel shall have the right to stop and question persons on the Common Areas and to require satisfactory evidence of any such person's rights to be where he/she is stopped. Any such person who fails to establish that right may be required to leave the Common Areas (even if he/she actually is entitled to be where he/she is stopped, but fails to satisfactorily prove that he/she is).

10.7 Water Conservation. No Owner shall replace or remove any fixture which controls the amount of water consumption on to his/her Parcel and which was installed on the Parcel by the Developer or Builder if the likely result of the replacement or removal would be to increase the amount of such consumption. The Board of Directors may grant a complete or conditional exemption from the foregoing restriction in any case in which removal or replacement of a particular fixture is due to the device's malfunctioning, deterioration, or destruction and its replacement with a fixture or device which is not likely to increase the amount of water consumption relative to the Parcel is unfeasible or unduly burdensome because of the unavailability or prohibitive expense of such a fixture or device.

10.8 Damage. The Association may levy a special assessment on any Owner or Owners whose negligence or willful misconduct (or that of such Owner's family member, guest or invitee) causes damage to the Common Areas or increases insurance premiums with respect thereto, in the amount of the expense attributable to the cost of repair of the damage or the increased insurance premiums.

10.9 One Unit Per Parcel. Only one Residential Unit shall be constructed on any Parcel. Such Residential Unit shall comply with minimum standards as specified by the Architectural Review Board. The minimum square footage of the air-conditioned portion of a dwelling (excluding the garage) shall be 2,100 square feet. All roofs shall be of flat masonry tile. No other style or material is permitted.

10.10 Occupancy. No Residential Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Unit. In addition, temporary guests are permitted so long as they do not create an unreasonable source of noise or annoyance to the other residents of the Developer's Lands.

10.11 No Trade or Business. No trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Properties or within any Parcel or Residential Unit by any Owner or resident of the Properties, other than the marketing and sale of Parcels and improvements thereon.

10.12 Leases. All leases or rentals of a Residential Unit must be in writing and specifically be subject to this Declaration, the Articles and the Bylaws, and copies shall be delivered to the Association prior to occupancy by the tenant(s). No lease shall be for a period of less than fifteen (15) days; provided, however, there shall be a maximum of two (2) rental periods in any twelve (12) month period.

10.13 Outside Storage of Personal Property. The personal property of any resident shall be kept inside the resident's unit or a fenced or a walled-in-yard, except for tasteful patio furniture and other personal property commonly kept outside.

10.14 Portable Structures. No portable, storage, temporary, or accessory buildings or structures, or tents, shall be erected, constructed or located upon any Parcel for storage or otherwise, without the prior written consent of the Association.

10.15 Garbage and Trash. Each Residential Owner shall regularly pick up all garbage, trash, refuse, or rubbish on the Owner's Parcel. Garbage, trash, refuse, or rubbish that is required to be placed at the front of the Parcel in order to be collected may be placed and kept at the front of the Parcel after 9:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse, or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters, or garbage facilities shall be stored inside a Residential Unit or fenced-in area and screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. All trash receptacles shall have a locking device.

10.16 Vehicles. No vehicle other than a private passenger automobile shall be parked outside any Residential Unit for a period of more than 24 hours without the prior written consent of the Association. No vehicle shall be parked outside of a Unit overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if the commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, or other than a private passenger vehicle as specified above. The Owner and residents of any Residential Unit may not keep more than four vehicles within the Properties on a permanent basis without the prior written consent of the Association. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Properties. All vehicles parked within the Properties must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Properties for more than 24 hours, and no major repair of any vehicle shall be made on the Properties. Motorcycles are not permitted in the Properties except with the prior written consent of the Association which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Developer's Lands. No vehicle may be parked on the streets and roads within the Properties unless express permission has been granted by the Association. Examples of instances for which the Association will grant such permission are: private parties, Association meetings, Association committee meetings, private gatherings.

10.17 Landscaping.

10.17.1 The installation and maintenance of landscaping on the Common Areas shall be the responsibility of the Association.

10.17.2 Each Residential Owner shall be required to install and maintain tasteful landscaping on his/her Parcel, and on any contiguous property between his/her Parcel and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the Association (see Section 16).

10.17.3 All Residential Parcels improved with a dwelling shall, before occupancy of the dwelling, be entirely sodded (except for landscaped areas) with Floritam St. Augustine Bitter Blue grass. All such grass shall be irrigated with a underground sprinkler system tied into the master irrigation system described in Paragraph 10.17.7 below.

10.17.4 All new dwellings shall be required to include landscaping costing at least \$5,000.00 exclusive of the cost of sod and irrigation system.

10.17.5 The Association shall provide lawn mowing, trimming, and edging for all Residential Parcels; provided, however, areas that are not readily accessible shall be maintained by the Owners.

10.17.6 No trees with a caliper of four (4) inches or greater may be removed from any Parcel without prior written consent of the ARB. Consent shall be in the sole discretion of the Board.

10.17.7 Developer or its assigns shall install a master landscaping irrigation system (the "System"). A pump house and related facilities will be installed by the Developer or its

assigns on or under the Common Areas. The System will use water from the retention ponds located on the Common Areas. Upon the conveyance of each Lot by the Developer, the transferee shall be charged a \$500.00 connection fee. Additionally, Developer and/or its assigns reserves the right to charge a reasonable periodic fee for the right to use the System and the water pumped through the System. No other water shall be used to irrigate on any Lot.

10.18 Maintenance. Each Residential Owner shall maintain his/her unit and all improvements upon his/her Parcel in first class condition at all times, except any portions thereof to be maintained by the Association as provided in this Declaration. The exterior of all Residential Units, including, but not limited to, roofs, walls, windows, patio areas, pools, screening, and awnings shall be maintained in first class condition and repair and in a neat and attractive manner. All exterior painted areas shall be painted as reasonably necessary, with colors which are harmonious with other units, and no excessive rust deposits on the exterior of any Unit, peeling of paint or discoloration of same shall be permitted. No Residential Owner shall change the exterior color of his/her Unit without the consent of the Association. All sidewalks, driveways and parking areas within the Owner's Parcel or serving the Owner's Parcel shall be cleaned and kept free of debris, and cracks, damaged and/or eroding areas on same shall be repaired, replaced and/or resurfaced as necessary.

10.19 Air Conditioning Units and Other Equipment. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted. All exterior air conditioning units, pumps, electric, mechanical and all other equipment must be screened from view by landscaping or other Association approved materials, and in any event, no exterior air conditioning units or other equipment shall be placed in the front of a Residential Unit.

10.20 Clotheslines and Outside Clothes Drying. No clothesline or clothespole shall be erected, and no outside clothes-drying is permitted, except where such activity is mandated by governmental authorities for energy conservation purposes, in which event the Association shall have the right to approve the portions of any Parcel used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing. Provided, however, nothing contained in this paragraph shall be construed to limit the reasonable use of energy devices based on renewable resources as provided in Florida Statute 163.04.

10.21 Nuisances. No nuisances shall be permitted within the Properties, and no use or practice which is an unreasonable source of annoyance to the residents within the Developer's Lands or which shall interfere with the peaceful possession and proper use of the Developer's Lands by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by all residents and guests.

10.22 Outside Antennas. All outside signal receiving or sending antennas, dishes or devices shall be installed or erected only in locations approved in writing by the Association.

10.23 Walls, Fences and Driveways. No wall or fence shall exceed six (6) feet above the finished grade of the Parcel. All walls and fences shall be masonry, unless otherwise specifically approved by the ARB. No wood fences or walls shall be permitted. The top of all fences and walls shall be level unless approved by the Architectural Review Board. All driveways, front walks, porch decks, and parking courts shall be paved with pavers, unless another material is approved in writing by the ARB, such as stamped concrete, salted keystone, or other applied concrete finish. Plain concrete finish will not be permitted.

10.24 Signs. No signs shall be placed upon any Parcel, and no signs shall be placed in or upon any Residential Unit which are visible from the exterior of the Unit, without the prior written consent of the Association. Any permitted signs must comply with any specifications adopted by the Association.

10.25 Window Treatments and Solar Panels. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. Solar panels shall not be visible from the street(s) on which the dwelling is situated.

10.26 Boats and Recreational Vehicles. No boats, trailers, or recreational vehicles of any type may be kept or stored upon any Parcel outside of any Residential Unit, without the prior written consent of the Association. No boats, trailers or recreational vehicles may be parked on any of the streets within the community, except for loading and unloading.

10.27 Surface Water Management. No Owner or any other person shall do anything to adversely affect the surface water management and drainage of the Developer's Lands without the prior written approval of the Association and any controlling governmental authority, including, but not limited to, the excavation or filling in of any lake or portion of the Developer's Lands, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Developer's Lands by Developer or Builder or by the developer of any portion of the Developer's Lands in accordance with permits issued by controlling governmental authorities.

10.28 Swimming Pools. Construction of a swimming pool may be only of concrete or a concrete-type material. The outside edge of any pool shall not be closer than five feet to a line extended and aligned with the side walls of the Residential Unit. No screening of a pool area may extend beyond a line extended and aligned with the side walls of the Unit. Pool screening may not be higher than two stories. No overhead electrical wires shall cross any pool. Any pool lights, other than underwater lights, must be at least four feet from the edge of the pool. No swimming pool having an elevation exceeding one foot above normal grade shall be permitted. In cases where the back yard surrounding a pool is not fenced in, the pool itself must be completely enclosed with a fence not less than five feet in height, or a screen enclosure. The entrance gate to the back yard or the pool itself, as the case may be, is to be constructed with a self-locking latch placed at least 40 inches above the ground.

10.29 Exterior Lighting. A minimum exterior lighting plan must be included with the building plans for any new Residential Unit submitted for approval by the Developer or the Architectural Review Board. All exterior lighting shall be maintained in good working condition at all times.

10.30 Mail Boxes. All mail boxes within the Properties must be built to specifications approved by the Association.

10.31 Sports or Play Structures. No movable or permanent structures or apparatuses related to physical fitness, sports or recreation shall be located on any Lot where it is visible from any street or road.

The Association shall be responsible for enforcing the requirements and restrictions contained in this Section 10.

11. Maintenance and Taxes

11.1 Maintenance of Common Areas. The Association shall be responsible for maintaining all of the Common Areas (including all furnishings, fixtures, equipment and vegetation located on them) in a clean, safe and orderly condition and repairing or replacing them when necessary. The Board of Directors shall be responsible for ordering maintenance of the Common Areas to be performed and may delegate the responsibility of ordering and/or performing the maintenance to one or more Management Companies.

11.2 Taxes and Assessments. The Association shall promptly pay when due all real estate and personal property taxes and governmental assessments levied with respect to the Common Areas (including all improvements, fixtures, furnishings and equipment thereon), irrespective of whether it holds title to them.

11.3 Maintenance of Surface Water or Storm Water Management System. The Association shall be responsible for maintaining the Surface Water or Storm Water Management System wherever located on the Properties in a clean, safe and orderly condition and repairing or replacing them when necessary, in accordance with the requirements of the St. Johns River Water Management District or a successor agency. The Board of Directors shall be responsible for ordering