

**Declaration Of Easements, Covenants, Conditions And
Restrictions Of Bridgepointe Townhomes**

While Developer is in control of the Association, as provided in Article III, Section 3 of this Declaration, Developer shall be excused from payment of its share of the operating expenses and assessments related to its lots, but Developer thereby assumes the obligation to pay any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association.

Article V Architectural Control/ Alterations

Section 1. Owner Alteration of Common Elements Restricted: No Lot or Unit Owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors. The Board of Directors has the authority to approve, disapprove, or require modifications to the proposed work. The Board's decision will be determinative of the matter. The Owner must obtain all necessary approvals and permits from applicable governmental entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No Owner will do any work that would jeopardize the safety or soundness of the building, increase insurance requirements or premiums or impair any easements.

Section 2. Each Lot/Unit Owner is responsible for all decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window treatments, interior fixtures, interior electrical and plumbing systems, as well as heating and air conditioning units.

Section 3. The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

Section 4. Refusal of approval of plans, or specifications, location and plot plan, by the Developer or Association may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Association or Developer.

Section 5. If a Unit Owner makes any modifications, installations, or additions to his lot, unit, or common elements or neglects to maintain, repair and replace as may be required herein, the Lot Owner and his successors in title shall be financially responsible for:

- a. Maintenance, repair and replacement of the modifications, installations or additions;
- b. The costs of repairing any damage to the common elements or other Lots or Units resulting from the existence of such modifications, installations or additions; and
- c. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Property for the Association is responsible.

Section 6. The Developer or Association shall have the right, but not the requirement, to establish an Architectural Control Committee. Prior to turnover, Developer shall have the right to set forth any rules, regulations and requirements to be followed or enforced by the Architectural Control Committee. After turnover, the Association may approve, amend or restate any such rules and regulations governing the Architectural Control Committee and any such rules and regulations must be approved by at least sixty (60) percent vote of the members of the Association and a written copy provided to all members of record at the time of its passing.

Article VI Maintenance

Section 1. Exterior Maintenance performed by the Association: In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot and/or Unit which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trimming and maintaining trees, shrubs, grass, and walks.

In the event that the need for maintenance or repair of a Lot or the improvements thereon or common areas is caused through the willful or negligent acts of a Lot Owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance, then all costs associated with said repairs or improvements may be assessed against or charged to said Lot Owner whose willful or negligent acts necessitated the repairs or improvements.

Association's Responsibility as to Common Areas:

a. The Association shall maintain and keep in good repair the Common Areas. The maintenance of the Common Areas shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all Roads and rights-of-way; all plantings and sodding of such rights-of-way; all perimeter plantings and sod; right-of-way, perimeter, and other Association irrigation facilities and pumps; perimeter walls or fences; bridges; bicycle/pedestrian paths; sidewalks; lakes; water features; Recreational Facilities: office facilities; street lights; road and identification signage, including Water Management System and Environmental Conservation Area signage; security facilities and equipment; drainage facilities and water control structures; water and lake treatment facilities; Association parking facilities; sod, landscaping and other flora located on the Common Areas; the Water Management System; the Environmental Conservation Area; and other structures and improvements situated upon the Common Area.

b. The cost to the Association of maintaining the Common Area shall be assessed equally among the Unit Owners, as part of the Common Expenses pursuant to the provisions of this Declaration.

c. The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

d. The Association shall maintain the lawn and landscaping on each Unit. Such maintenance shall include, but shall not be limited to mowing the lawn and operating and maintaining an irrigation system, which irrigation system shall be designed to serve the entire Property, including all individually owned Units. The cost to the Association of maintaining the lawn and landscaping on each Unit shall be assessed equally among the Unit Owners, as part of the Common Expenses pursuant to the provisions of this Declaration. Notwithstanding anything in this Declaration to the contrary, the Association shall have the right to enter all Lots to perform such lawn and landscaping maintenance. With the exception of rear courtyard areas appurtenant to each unit.

e. The Association shall be responsible for garbage pickup and removal. The procedure for such pickup and removal shall be established by the Association, in its sole discretion.

Owner's Responsibility: Each owner shall maintain his or her own Unit and structures, parking areas, and other improvements comprising the Unit in good condition and repair, and in a manner consistent with the Community-Wide Standard, and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association pursuant to this Declaration. If any Owner fails to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with the further provisions of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 2. Security: The Association may, but shall not be obligated to, make improvements to, and/or maintain or support certain activities within the Property designed to make the Property safer than it otherwise may be. NEITHER THE ASSOCIATION, THE DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, NOR SHALL ANY OF THEM BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR OF INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY FIRE PROTECTION SYSTEM, ALARM SYSTEM, OR OTHER SECURITY SYSTEM CANNOT BE COMPRISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS, OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND COVENANTS TO INFORM ITS LESSEES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DEVELOPER AND ANY SUCCESSION DEVELOPER ARE NOT INSURERS AND THAT EACH PERSON USING THE PROPERTY ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS RESULTING FROM ACTS OF THIRD PARTIES.

Article VII Party Walls/Roofs

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Roofs. In the event of damage or destruction of any roof upon any Unit, the association within its sole and absolute discretion, shall repair and/or replace such roof as it deems necessary to insure the proper integrity, and aesthetic appearance of the Unit on which it is constructed. The costs of the repairing or replacing any roof upon any individual Unit shall be borne by the Association, and the Association shall have the right to levy an assessment against the Owner of such Unit, or all Owners within the Development, for the cost to repair or replace such roof(s). In the event that the entire roof upon any Building(s) containing one or more Unit requires repairs or replacements whether in part or in whole, the Association at its discretion, shall repair and/or replace such roofs, and shall be entitled to levy an assessment upon the Owners sharing a roof, or upon all Owners within the Development, divided proportionately, for an equal proportionate share of such costs or expenses. The right and/or authority to repair and replace any roof upon any Unit shall be within the sole and absolute discretion of the Association. In the event that any roof is damaged or destroyed by any negligent or intentional acts of any Owner, or his/her guests, invitees, or family, such Owner shall be responsible for and shall pay the entire cost for such repair or replacement of the roof, caused by his/her negligent or intentional acts, however the repairs shall be completed by the Association. The Association shall have a continuing lien to secure all unpaid costs or expenses to repair and/or replace any roof upon any Unit pursuant to this Section, and for any costs or expenses incurred by the Association to repair or replace any roof it is required to repair or replace as a result of the Owner(s) negligence or intentional or willful acts.

Article VIII
Cul de sac, Road Right of Way, Easements,
Entrance Maintenance and Common Areas
Stormwater Management System

Section 1. Association shall be responsible for the maintenance, repair, beautification, landscaping of Cul de sacs, road rights of way, the swimming pool, tennis court, the exterior of all privacy fences, all lighting installed for the benefit of the Properties or Common Areas, entrance to the Properties, all easements and all other areas of the property which are either common areas or areas dedicated to the public or for common use of the development, unless these items are being maintained by some governmental entity or agency. Further, the Association shall be responsible for all other improvements properly authorized hereunder or previously installed or constructed.

Section 2. Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved, by the St. John River Water Management District.

Section 3. Developer, for itself and the Association, reserves the right to construct any buildings or structures necessary to accomplish the purposes of these Declarations.

Section 4. Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, Association shall have the right to enter upon any portion of any Lot that is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Section 5. Notices and Disclaimers as to Water Bodies. NEITHER DEVELOPER, NOR THE ASSOCIATION, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE OR BOARD MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES"), SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE

PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN LAKES AND WATER BODIES WITHIN OR IN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS AUTHORIZED BY THE APPLICABLE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMIT, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT. BY THE ACCEPTANCE OF THEIR DEED OR CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY LAKE OR WATER BODY WITHIN THE PROPERTY, EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION; (iii) DEVELOPER, ASSOCIATION AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS, FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Article IX

Insurance, and Condemnation Or Eminent Domain

Section 1. Insurance.

a. Insurance Requirements. The Association shall purchase and maintain, or, alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance with respect to the insurance coverage described below, subject to the following provisions, and the cost of the premiums therefore shall be a part of the Operating Expenses. Notwithstanding the foregoing, in the event the Association determines that the cost of insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage. The Association is specifically not required to obtain/maintain insurance coverage for individual Units and any improvements located thereon. It shall be the responsibility of the individual Unit Owner to obtain/maintain any insurance coverage on their own respective Units.

(1) Public Liability Insurance. A comprehensive policy or policies of general liability insurance naming the Association and, until the Transfer Date, Developer as named insured thereof and including Owners as insured there under insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Association Property and any improvements and buildings located thereon and for any other risks insured against by such policies with limits of not less than: (i) Five Hundred Thousand Dollars (\$500,000) for damages incurred or claimed by any one (1) person for any one (1) occurrence; (ii) not less than Five Hundred Thousand Dollars (\$500,000) for damages incurred or claimed by more than one (1) person for any one (1) occurrence; and (iii) One Hundred Thousand Dollars (\$100,000) for property damage for any one (1) occurrence. Such coverage shall include as appropriate, without limitation: (a) protection against any legal liability that results from lawsuits related to employment contracts in which the Association is a party; (b) bodily injury and property damage liability that results from the operation, maintenance or use of Association Property; (c) liability for non-owned and hired automobiles; (d) liability for property of others; and (e) such other risks as are customarily covered with respect to areas similar to the Association Property in developments similar to the Community in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying an Owner's claim because of the negligent acts of either the Association, Developer or any other Owners or deny the claim of either Developer or the Association because of negligent acts of the other or of that of an Owner.

(2) Casualty Insurance. Insurance for all buildings and fixtures, equipment and other personal property which comprise a portion of the Association Property in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof with an "Agreed Amount and Inflation Guard Endorsement" (including a "Demolition Cost Endorsement," "Contingent Liability from Operation of Building Laws Endorsement" and an "Increased Cost of Construction Endorsement") or its equivalent, if necessary. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, and other items normally excluded from coverage. The Board of Directors may determine the kinds of coverage and proper and adequate amount of insurance including but not limited to: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and (ii) such other risks that shall customarily

be covered with respect to areas similar to the Association Property and in developments similar to the Community in construction, location and use.

b. Conditions of Insurance. All insurance purchased by the Association pursuant to this Section shall be subject to the provisions hereafter set forth.

(1) The Board of Directors shall receive any and all proceeds from the insurance policies on behalf of the Association, and to hold such proceeds in trust for the Association, Owners and mortgagees under the following terms:

(a) In the event that a loss of One Hundred Thousand Dollars (\$100,000) or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Board of Directors, occurs to any portion of the Association Property, the insurance proceeds received as a result of such loss shall be paid to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Association Property. In the event the insurance proceeds are insufficient to pay for the cost of repair of the Association Property, the Board of Directors shall hold a special meeting to determine the amount of a Special Assessment to obtain any necessary funds to repair and restore the damaged Association Property. Upon the determination by the Board of Directors of the amount of such Special Assessment the Board of Directors shall immediately levy such Special Assessment setting forth the date or dates for payment of same.

(b) In the event the insurance proceeds are in excess of One Hundred Thousand Dollars (\$100,000) as a result of damages to the Association Property, then all insurance proceeds received with respect to such damages, together with any and all other monies paid as provided below, shall be distributed in the following manner:

(i) The Board of Directors shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same,

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds, together with the funds as described below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Board of Directors shall negotiate for the repair and restoration of such damaged Association Property and the Association shall negotiate and enter into construction contract(s) with a contractor or contractors to do the work on a fixed-price basis or on any other reasonable terms acceptable to the Board of Directors, which contractor(s) may be required to post a performance and payment bond with respect to such work. The insurance proceeds and other applicable funds shall be distributed in accordance with provisions for progress payments to be contained in such construction contract(s); provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers of liens under any lien laws and executed affidavits required by law, the Association or any respective Institutional Mortgagees.

(iii) In the event the insurance proceeds are insufficient to repair

and replace all of the damaged improvements, the Board of Directors shall hold a special meeting to determine a Special Assessment to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of Directors of the amount of such Special Assessment, the Board of Directors shall immediately levy such Special Assessment setting forth the date or dates of payment of the same, and any and all funds received from Owners pursuant to such Special Assessment shall be held or disbursed as provided in this Article.

(c) In the event that, after the completion of and payment of the repair and reconstruction of the damage to the Association Property, any excess insurance proceeds shall be disbursed to Owners in proportion to their contributions. In the event, however, that such repairs and replacements were paid for pursuant by a Special Assessment as well as by the insurance proceeds, it shall be presumed that the monies disbursed from insurance proceeds and any remaining funds shall be distributed to Owners in proportion to their contributions pursuant to such Special Assessment.

(d) Any repair, rebuilding or reconstruction of damaged improvement(s) upon the Association Property shall be substantially in accordance with the architectural plans and specifications for: (i) the originally constructed improvements; (ii) the improvements as such were previously reconstructed; or (iii) new plans and specifications approved by the Board of Directors.

c. Form of Policies.

(1) Master Coverage. Nothing herein contained shall prohibit the Association from obtaining a "master" or "blanket" form of insurance for all of the Community or portions thereof, provided that the coverage required hereunder is satisfied.

(2) Minimum Coverage. Notwithstanding anything in this Section 1 to the contrary, the amounts set forth for the purchase of insurance hereunder are the minimum amounts to be purchased. Therefore, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

(3) Additional Terms of Policies. Policies insuring the Association property purchased pursuant to the requirements of this Section 1 shall provide that: (i) any insurance trust agreement shall be recognized; (ii) the right of subrogation against Owners will be waived; (iii) the insurance will not be prejudiced by any acts or omission of individual Owners who are not under the control of the Association; and (iv) the policy will be primary, even if an Owner has other insurance that covers the same loss.

Section 2. Provisions Relating To Condemnation Or Eminent Domain Proceeding.

a. Deposit of Awards. The taking of any portion of the Properties by condemnation shall be deemed to be a casualty, and the awards for that taking shall be: (i) deemed to be proceeds from insurance resulting from the casualty; and (ii) deposited with the Association.

b. Association Property. In the event the Association receives any award or payment arising from the taking of the Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Association and approved by Owners owning at least two-thirds (2/3) of the Lot Owners and the remaining balance thereof, if any, shall then be held by the Association.

ARTICLE X General Restrictions

Section 1. Use Restrictions. No lot shall be used except for residential purposes, except that real estate brokers, owners and their agents may show dwellings for sale or lease, but nothing shall be done on any lot which may become a nuisance or an unreasonable annoyance to the neighborhood.

Section 2. Garages. All garage doors must be maintained in a useful condition. No repairs, alterations, or modifications shall be made to any vehicle except in a totally enclosed structure. There shall not be any open carports, detached garages, storage sheds or out buildings of any kind.

Section 3. Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn, or other such building shall be placed upon the Properties or additions to the Properties at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor or Developer, his successors or assigns, during construction and, further, that temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 4. Animals. No animals, fowl or reptiles, shall be kept on or in Lots, or on the Properties or additions to the Properties, except for caged birds kept as pets and domestic dogs and cats, the combined total of which must not exceed three (3) in number; provided that such dogs and cats shall not be allowed off the premises of Owner's site, except on a leash. In no event shall such pets be kept, bred, or maintained for any commercial purposes. Each Owner shall be responsible for the immediate removal all waste or excrement in or on Common Areas, or the Properties, associated with any animal they keep or own.

Section 5. Condition of Building and Grounds. It shall be the responsibility of each Lot/Unit Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds, on a Lot which shall tend to substantially decrease the beauty of the community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 6. Signs. No signs of any kind shall be displayed to the public view on any Lot

following the closeout sale of the Units, except one identification sign per unit of not more than one (1) square foot in size or one temporary real estate sign of not more than three (3) square feet in area. All signs shall conform to the regulations pertaining thereto in the County and City Ordinances where the property is located.

Section 7. Easements:

a. The easements for installation and maintenance of the swimming pool, utilities and drainage facilities and for the Common Areas are hereby reserved as depicted/designated upon any recorded Subdivision Plat or Plats of the Properties. No structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by approval of the Association, Architectural Control Committee, or the Developer, which would include, but not be limited to, bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting, or plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement, or which may interfere with the Association facilities. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, or a utility company is responsible, and except those grass areas over utility easements and Common Areas to be maintained by the Association.

b. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 8. Offensive Activity. No noxious or offensive activity shall be carried on, or upon, the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants, animals, or device, or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish, or destroy, the enjoyment of other property in the neighborhood by the owners thereof; and further, all domestic animals shall either be kept on a leash, or kept within a Unit.

Section 9. Trailers, Vehicles and Mobile Homes. No mobile homes, campers, recreational vehicles, semi-trailers, tractor trailers, or trucks (other than light pick-up and utility van trucks, not exceeding one (1) ton capacity) shall be placed or parked on any lot, or street, at any time, either temporarily or permanently, except in a closed garage. Further, no vehicles incapable of

operation shall be stored on any Lot, or parked on any lot or street at any time, either temporarily or permanently. Boats and boat trailers are also excluded on a permanent basis, but may be parked, or placed, on a lot on a temporary basis for the convenience of the lot owner. Temporary shall mean not to exceed 12 hours. This provision shall not apply to any temporary construction trailer owned by a builder, placed upon the lot for the purpose of a temporary facility during the course of construction. No commercial vehicles or vehicles whose exteriors contain or depict commercial advertisements or signs larger than one square foot may be parked or stored on any Lot, street, parking area or common area located in the Properties, other than in a enclosed garage.

Section 10. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and thus, may be installed only within the Unit, or buried underground, and then only upon prior written approval of the Developer or Association.

Section 11. Landscaping, Lawns, and Mail Boxes.

a. Landscaping and Lawns. The Board of Directors shall have the authority to establish minimum landscape and planting requirements for each Lot/Unit, Common Areas and those areas designated as landscape buffers.

b. Mail Boxes. The location and type of mailbox must be approved by Developer, Board of Directors, or Association, prior to installation. All mailboxes must be maintained in good condition, as determined by Developer, Board of Directors, or Association, and replaced with only such mail boxes approved by the Developer, Board of Directors, or Association.

Section 12. Garbage Containers, Oil and Gas Tanks, Air-Conditioners. All garbage and trash containers, oil tanks, bottled gas tanks, must be underground or placed in walled in areas so that they shall not be visible from any street, or adjacent properties, and adequate landscaping shall be installed and maintained by the owner and shall be permitted only after prior written approval by Developer, Board of Directors, or Architectural Control Committee. Window air-conditioning units shall not be permitted.

Section 13. Fences:

a. All fences constructed on any lot must first be approved by the Developer or Association as to height, size, location, materials and design. No wall or fence shall be constructed with a height of more than six (6) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet, without written approval of the Developer, Board of Directors, or Association. Perimeter walls and fences shall not be permitted.

b. Notwithstanding the above, Developer hereby reserves the right to construct or install fencing, screening, or the like along the boundary of the Properties or any portion thereof.

Section 14. Satellite Dish:

No owner shall install, or cause to be installed, within or on any Lot or Unit, a satellite dish or dish type antennae in which the dish exceeds eighteen (18) inches in diameter. Further, all dishes must not be visible from any street, and/or adjacent properties, and adequate landscaping shall be installed and maintained by the owner to shield and/or hide the dish from the view of the street and/or adjacent property owner. Any and all exterior antennae or transmitting and/or receiving equipment, satellite dishes or dish type antennas must be approved by the Architectural Committee prior to installation to ensure conformity with this provision and other applicable provisions. The location type and size of all other external antennae shall be approved by Developer, Board of Directors, or Architectural Control Committee, prior to its installation. Other than provided herein, no aerial, satellite reception dishes, or antennas of any kind are permitted on the Property, unless permitted by law.

Section 15. Leasing. A Lot and the improvements located thereon may be rented or leased without Association approval. However, no Lot or improvements located thereon shall be rented or leased during any calendar year for a period of time less than thirty (30) consecutive days or in excess of twelve (12) months. Any purported lease in violation of and/or not conforming to this provision shall be void and of no effect, and the lessee named therein shall take no rights thereunder.

The liability of the Lot owner under this Declaration shall continue, notwithstanding the fact that the Lot owner may have leased, rented or sub-let the Lot and/or improvement located thereon. Every tenant shall take possession of the Lot and/or the improvement located thereon subject to this Declaration, Bylaws and Articles of Incorporation of the Association, and any and all rules and regulations promulgated by the Architectural Control Committee, the Association, or the Developer.

Section 16. Other Restrictions. The Association, Developer, or Architectural Control Committee shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria other reasonable restrictions regarding such matters as prohibitions against window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at intersections, utility connections, television antennae, driveway construction, landscape buffers and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Architectural Control Committee to promulgate and enforce such Residential Planning Criteria. Once the Architectural Control Committee promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein, until the Architectural Control Committee modifies, changes, or promulgates new restrictions, or the Board of Directors of the Association modifies, or changes restrictions set forth by the Architectural Control Committee.

Section 17. Clothes Drying. No laundry shall be shall be hung or located outdoors. No clothes lines or other material shall be strung between posts or trees or hung on balconies or fences.