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Declaration of Covenants, Conditions and Restrictions

For

Terra Pines Community Association, Inc.

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Declaration of Covenants, Conditions and Restrictions

For

Terra Pines Community Association, Inc.

This Declaration of Covenants, Conditions and Restrictions (the “**Declaration**”), is made on the date set forth on the signature page below by Terra Pines-South, LLC, a Maryland limited liability company (the “**Declarant**”).

Explanatory Statement

The Declarant is the fee simple owner of all of the real property located in St. Johns County, Florida, that is described on **Exhibit A** to this Declaration (the “**Property**”), which is more particularly defined in Article 1 as the “**Development**”.

Single family residential homes are intended to be constructed on the Lots in the Development. Certain common areas referred to in this Declaration as the “Common Area” are intended for the use and benefit of the Owners and residents of the Lots and such other parties as more particularly set forth in this Declaration.

A not for profit corporation known as Terra Pines Community Association, Inc., (the “**Association**”) has been established to own and/or otherwise be responsible for the Common Area and to exercise the rights and duties of the Association under this Declaration and the other Governing Documents. Each Owner of a Lot shall be a member of the Association. The purposes of this Declaration are, among other things, to establish covenants for the operation, maintenance, repair and replacement of the Common Area and for the payment of the costs of the same, and to establish covenants, conditions, easements, and restrictions applicable to the Owners of Lots and the Development.

In the event of any conflict between the foregoing Explanatory Statement and any other provision of this Declaration, such other provision shall supersede and control over the Explanatory Statement.

NOW, THEREFORE, the Declarant hereby grants and declares that the Development, including all Lots, shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, conditions, restrictions, easements, equitable servitudes and other provisions set forth in this Declaration, which shall run with the land and be binding on all parties having any right, title or interest in all or any portion of the Development, and any other real property annexed within the jurisdiction of the Association in accordance with Article 2 below, their heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of the Declarant and the Owners.

ARTICLE 1

DEFINITIONS

Unless the context shall plainly require otherwise, the following terms when used in this Declaration shall have the following meanings:

Section 1.1 ***“ACOE”*** means the United States Army Corps of Engineers.

Section 1.2 ***“Act”*** means the Florida Homeowners’ Association Act, as contained in Chapter 720, Florida Statutes (or as contained in any successor portion of the Florida Statutes), as the same exists from time to time.

Section 1.3 ***“Annual Assessment”*** shall mean and refer to the assessment levied against Lots subject to assessment on an annual basis to fund the Common Expenses, but not including Special Assessments.

Section 1.4 ***“Application”*** has the meaning set forth in Section 9.8 of this Declaration.

Section 1.5 ***“Articles of Incorporation”*** shall mean and refer to the Articles of Incorporation for the Association filed or to be filed with the State of Florida Department of State, as the same may be amended from time to time. A copy of the current Articles is attached to and made a part of this Declaration as **Exhibit B**.

Section 1.6 ***“Assessments”*** shall mean and refer collectively to any Annual Assessment, Special Assessment, and all other fees and charges, including all installments thereof, as may be levied by the Association in accordance with this Declaration.

Section 1.7 ***“Association”*** shall mean and refer to Terra Pines Community Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 1.8 ***“Association Codes”*** means and refers to the rules, regulations, standards and guidelines as may be promulgated and amended from time to time in accordance with Article 6 of this Declaration and which are, though unrecorded, as binding and as enforceable as this Declaration.

Section 1.9 ***“Board of Directors” or “Board”*** shall mean and refer to the Board of Directors of the Association, the governing body for the Association as more particularly described in the Bylaws.

Section 1.10 ***“Builder”*** means any Person who purchases one (1) or more Lots from Declarant for the purpose of constructing dwellings thereon for later sale to consumers in said Builder’s ordinary course of business. Any Person shall cease to be considered a Builder with respect to a Lot immediately upon occupancy of and residing in the dwelling for residential purposes, notwithstanding that such person originally was recognized as a Builder. For purposes of this Declaration, a Builder is not an affiliate of Declarant.

Section 1.11 *“Bylaws”* shall mean and refer to the Bylaws for the Association, as may be amended from time to time. A copy of the current Bylaws is attached to and made a part of this Declaration as **Exhibit C**.

Section 1.12 *“Class A Members”* has the meaning set forth in Section 4.3(a) of this Declaration.

Section 1.13 *“Class B Member”* has the meaning set forth in Section 4.3(b) of this Declaration.

Section 1.14 *“Common Area”* shall mean and refer to all real property owned or leased by the Association (or as to which the Association has any easement rights) and all improvements and facilities located upon such property that will serve the Owners and residents of the Development or such other parties as provided pursuant to this Declaration which may include, but are not necessarily limited to, storm water management, open space and parkland parcels; clubhouse and swimming pool; entry monument(s); provided, however, that no portion of any Lot shall be considered part of the Common Area and, except as expressly required or permitted in this Declaration, the Association shall not maintain Lots. In addition, any roadway parcels or stormwater parcels shown on any recorded plat on any portion of the Property shall be deemed to be Common Area.

Section 1.15 *“Common Expenses”* shall mean and refer to the actual and estimated expenses of operating the Association, including, without limitation, a reasonable reserve for the maintenance, repair, and replacement of the Common Area in accordance with Article 8 below, all as may be found to be necessary or appropriate by the Board of Directors pursuant to the Governing Documents. Common Expenses shall not include the Declarant’s costs to acquire and develop the Development.

Section 1.16 *“Declarant”* shall mean and refer to Terra Pines-South, LLC, a Maryland limited liability company, and any of its successors or assigns pursuant to Section 14.16.

Section 1.17 *“Declarant Control Period”* shall mean and refer to that period commencing on the date this Declaration is recorded among the Land Records and ending on the earlier of (a) three (3) months after ninety percent (90%) of the Lots that will ultimately be subject to administration by the Association have been conveyed to the Members other than Declarant; or (b) such earlier date as Declarant may choose to terminate its membership as a Class B Member upon notice to the Association.

Section 1.18 *“Design Guidelines”* has the meaning set forth in Section 9.11 of this Declaration.

Section 1.19 *“Design Review Committee”* means that committee which may be established pursuant to Article 9 of this Declaration.

Section 1.20 *“Development”* shall mean and refer to the real property described on **Exhibit A** to this Declaration and all improvements and appurtenances thereto, and such additions thereto, if any, as may hereafter be annexed within the jurisdiction of the Association pursuant to Article 2 of this Declaration.

Section 1.21 “Development Plans” shall mean and refer collectively to all zoning plans, project plans, preliminary plans, site plans, subdivision plats and/or other regulatory plans for the Development as may have been or shall be reviewed and approved by the applicable governmental authorities, including all amendments, modifications, extensions and supplements as may be made from time to time.

Section 1.22 “Director” shall mean and refer to a member of the Board of Directors.

Section 1.23 “Eligible Mortgagee” or “Mortgagee” shall mean and refer to a holder, insurer or guarantor of a First Mortgage on a Lot who has submitted a written request with a valid address for notice from the Association pursuant to Sections 14.14(a) and (b), with respect to the exercise of self-help as provided in Section 14.6, casualty losses as provided for in Section 14.12, condemnation or eminent domain proceedings as provided for in Section 14.13, and amendments to the Association documents or other significant matters which would affect the interests of such Mortgagee.

Section 1.24 “Emergency Escape and Rescue Easement Area” means the areas designated on the subdivision plat for emergency ingress and egress, if any.

Section 1.25 “First Mortgage” shall mean and refer to a Mortgage recorded against any Lot that has priority over any other Mortgages recorded against such Lot.

Section 1.26 “Governing Documents” shall mean and refer to this Declaration, the Articles of Incorporation, the Bylaws, Design Guidelines, the Association Codes, and any rules and regulations of the Association, as any of the foregoing may be amended from time to time.

Section 1.27 “Improvements” has the meaning set forth in Section 9.1 of this Declaration.

Section 1.28 “Land Records” shall mean and refer to the Property Appraiser’s Office for St. Johns County, Florida or other applicable governmental agency.

Section 1.29 “Lot” shall mean and refer to each lot within the Development that consists of or is intended for the construction of a detached dwelling designed for use and occupancy by a single household, regardless of whether such dwelling has yet been constructed, and all improvements on and appurtenances to such lot.

Section 1.30 “Member” shall mean and refer to a Class A Member or a Class B Member, as the context requires.

Section 1.31 “Mortgage” shall mean and refer to any deed of trust, mortgage, and other security instrument constituting a lien against a Lot, together with all modifications, consolidations, extensions, and replacements of the same made from time to time, provided that any such security instrument has been recorded among the Land Records or in such other place as is, under applicable law, required for such instrument to give constructive notice of the matters set forth therein.

Section 1.32 “Mortgagee” shall mean and refer to the holder or beneficiary of any recorded Mortgage (whether or not an Institutional Mortgagee). The term **“Institutional**

Mortgagee” shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Fannie Mae, Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot. In the event any mortgage is insured by the Federal Housing Administration (“FHA”) or guaranteed by the Department of Veterans Affairs (“VA”), then as to such mortgage the expressions “Mortgagee” and “Institutional Mortgagee” include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

Section 1.33 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the holder of a security interest in all or any portion of a Lot shall be an Owner to the extent that such holder acquires title to such Lot as a result of a foreclosure proceeding or by a deed in lieu of foreclosure.

Section 1.34 “Review Entity” has the meaning set forth in Section 9.4 of this Declaration.

Section 1.35 “SJRWMD” means the St. Johns Water Management District.

Section 1.36 “Special Assessment” shall mean and refer to any assessment levied by the Association in accordance with Section 5.5 of this Declaration.

Section 1.37 “Surface Water or Stormwater Management System” shall mean and refer to a system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. or regulations of similar import.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION;

DECLARANT’S RIGHT OF ANNEXATION

Section 2.1 Subject Property. The real property described on **Exhibit A** to this Declaration and all improvements and appurtenances thereto are and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration. Any land which is dedicated to a public body or public use shall be deemed automatically removed from the scope of this Declaration.

Section 2.2 Additional Annexations.

(a) In addition to the real property which is made subject to this Declaration pursuant to Section 2.1, the Declarant may annex any real property in the vicinity of **Exhibit A**, specifically including those lands described on **Exhibit A-1**, which is intended to be future phases of the Development. Such annexed property shall be made subject to this Declaration, without the consent of any Owner or any other person or entity other than the fee owner of such real property. The scheme of this Declaration shall not, however, be extended to include any additional real property unless and until the same is annexed within the jurisdiction of the Association by the recordation of a supplementary declaration as provided in this Section.

(b) Any annexations made pursuant to this Article or otherwise shall be made by recording a supplementary declaration among the Land Records, which supplementary declaration shall extend the scheme of this Declaration to such annexed property. Any supplementary declaration made pursuant to the provisions of this Article or otherwise may contain such complementary or supplemental additions and modifications to the covenants, conditions, restrictions, easements and other provisions set forth in this Declaration as may be considered necessary by the maker of such supplementary declaration to reflect the different character or use, if any, of the annexed property, including, without limitation, a partial or complete waiver of all or any portion of such covenants, conditions, restrictions, easements and/or other provisions with respect to the annexed property or additional or modified covenants, conditions, restrictions, easements or other provisions that are more or less restrictive than those set forth in this Declaration.

ARTICLE 3 PROPERTY RIGHTS

Section 3.1 Owners' Easements of Enjoyment. Every Owner of a Lot shall have a non-exclusive right and easement of use, access and enjoyment in and to the Common Area, which right and easement shall be appurtenant to and pass with the title to every Lot, subject to the following:

(a) the rights and obligations set forth in the Governing Documents, as amended from time to time, and any other covenants, conditions, restrictions, easements or reserved rights relating to the Common Area or the Lots contained in any record plat of subdivision for the Development, the Development Plans, or in any deed conveying Common Area to the Association and all other matters of record affecting the Development;

(b) the right of the Association to charge reasonable and uniform admission and other fees to Owners and their household members, guests and lessees for the use of the Common Area and any facilities situated thereon to the extent that the use of such Common Area or facilities are not otherwise intended to be funded by Assessments;

(c) the right of the Association to suspend an Owner's voting rights and rights to use the Common Area (i) for any period during which any Assessment against such Owner's Lot remains unpaid, and (ii) after notice and an opportunity for a hearing, for any infraction of the Association's published rules and regulations; provided, however, that the obligation of such

Owner to pay Assessments shall continue unabated during such period of suspension of voting rights or right to utilize the Common Area;

(d) the right of the Association to limit the number of guests of Owners utilizing the Common Area;

(e) the rights of the Declarant and the Board of Directors to establish Association Codes and other rules and regulations pertaining to the use of the Common Area;

(f) the rights of the Association, the Declarant, utility companies and other Owners with respect to the easements established by this Declaration;

(g) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures, provided, however, that the same are in conformity with the other provisions of this Declaration;

(h) the rights of the Declarant, as more fully set forth in Article 7 and elsewhere in this Declaration, to grant easements, to utilize reserved rights and easements, and otherwise to utilize the Common Area as it deems appropriate in connection with the development of the Development;

(i) the right of the Association, acting by and through its Board of Directors, and with the consent of the Declarant during the Declarant Control Period, to grant easements, licenses or other rights of use of the Common Area to persons or entities that are not Owners for such consideration and on such terms and conditions as the Board of Directors may from time to time consider appropriate or in the interest of the Association or the Development;

(j) the right of the Association to be the lessee of all or any portion of the Common Area and the right of the Association to enforce the terms of the lease with respect to such Common Area against the Owners and their guests, lessees and invitees;

(k) the right of the Association, acting by and through its Board of Directors, to transfer or convey portions of the Common Area for purposes of adjusting the boundary lines of the Common Area, provided, however, that such adjustment is otherwise in conformance with applicable law, local zoning ordinances, governmental guidelines, or restrictions;

(l) the right of the Association or the Declarant to temporarily restrict access and use of the Common Area to some or all of the Owners, lessees and residents of the Development; and

(m) such other rights of the Declarant and the Association that are consistent with the Governing Documents.

Section 3.2 Limitations on Association. Despite any provision of this Declaration to the contrary:

(a) The Association shall have no right to suspend the right of any Owner to use any roadways, sidewalks, or walkways located within the Common Area for the intended vehicular and pedestrian ingress and egress to and from such Owner's Lot.

(b) The Association shall have no right to suspend any easement over the Common Area for storm water drainage, electrical energy, water, sanitary sewer, natural gas, CATV or similar service, telecommunications service or similar utilities and services to the Lots.

Section 3.3 Delegation of Use. Any Owner of a Lot may delegate, consistent with the Governing Documents, such Owner's right of enjoyment to the Common Area to the members of such Owner's family and such Owner's tenants and social invitees.

Section 3.4 Disclaimers Regarding Common Area. Except as stated in any plat recorded in the Land Records, no representations or warranties are made to any Owner, resident, or any other party regarding the establishment, features, maintenance, use, operation, or continued operation of any Common Area including, without limitation, any amenities included within the Common Area or planned to be included within the Common Area. All plans for any amenities and other features of the Common Area are subject to change at any time and from time to time. Neither the Declarant, any residential builder, nor any of their respective officers, directors, members, agents, or affiliates shall have any liability with respect to the construction, features or availability of any Common Area. All Common Areas shall be conveyed by the Declarant to the Association in a finished, well-maintained condition.

ARTICLE 4 MEMBERSHIP AND VOTING RIGHTS

Section 4.1 Membership. Each Owner of a Lot shall be a member of the Association. Membership in the Association shall be appurtenant to and may not be separated from an Owner's ownership of a Lot.

Section 4.2 Parties Excluded from Membership. The following shall not be members of the Association:

(a) Any person or entity that holds an interest in all or any portion of a Lot as security for the performance of an obligation shall not be a member of the Association by virtue of such security interest.

(b) No resident of a Lot that is not an Owner of a Lot shall be a member of the Association.

Section 4.3 Voting Rights. During the Declarant Control Period, Declarant shall have the exclusive right and power to appoint and remove the members of the Board without a vote of the Owners. As to other matters, each Owner shall have those voting rights established in this Declaration, which may be different for different classes of membership. The Association shall have two (2) classes of voting rights:

(a) Class A. Class A Members are all Owners other than the Declarant ("Class A Members") and shall be entitled to one (1) vote for each Lot owned by the

Class A Member. The Owner of each Lot shall be entitled to cast one (1) vote in matters of the Association that are voted upon by the Owners. The vote for each Lot shall be exercised as the parties comprising the Owner of such Lot may determine (i.e., if the Owner consists of more than one person or entity), but in no event shall more than one (1) vote be cast with respect to any Lot. Class A Members shall be entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Lots have been conveyed to Members.

(b) Class B. The Class B Member shall be the Declarant (the “**Class B Member**”) and shall be entitled to ten (10) votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership on the expiration of the Declarant Control Period.

(c) Eighty Percent Threshold. Notwithstanding anything herein to the contrary, for the sole purpose of voting relating to any proposed amendment of the Declaration during the Declarant Control period, Declarant shall, at all times during the Declarant Control Period, be deemed to have no less than an eighty percent (80%) voting interest in the Association.

ARTICLE 5 COVENANTS FOR ASSESSMENTS

Section 5.1 *Creation of Lien and Personal Obligation for Assessments.* There are hereby created Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article 5. By acceptance of a deed to any Lot or other transfer of ownership, whether or not it shall be so expressed in such deed or other instrument of transfer, each Owner of a Lot subject to Assessments is deemed to covenant and agree to pay to the Association: Annual Assessments, Special Assessments, capital contributions pursuant to Section 5.4, and all other Assessments as may be levied by the Association in accordance with this Declaration. Each such Assessment, together with interest, costs, late fees and reasonable attorneys’ fees, shall also be the personal obligation of the Owner at the time when the Assessment became due. The Assessments, together with interest, costs, late fees and reasonable attorneys’ fees, shall also be a charge on the Lot (including all improvements therein) and shall be a continuing lien upon the Lot against which each such Assessment is made. Notwithstanding any other provision in this Declaration, the Declarant, or its predecessors or affiliates may exempt any Builder from all or any portion of any of the Assessments in its contract with such Builder or otherwise. If a Builder is granted such an exemption, the Lots such Builder owns are not Lots subject to Assessment until such time as they are transferred to a non-Builder owner.

Section 5.2 *Purpose of Assessments.*

(a) Assessments levied by the Association shall be used to promote the recreation, health and welfare of the residents in the Development and may include charges for (i) the operation, improvement, maintenance, repair and replacement of the Common Area, (ii) taxes, assessments, and utility services for the Common Area, (iii) management fees and administration expenses, (iv) water and sewer service to all or any portion of the Development, (v) costs incurred

by the Association in connection with the maintenance, repair or replacement of any portions of a Lot that the Association elects or agrees to maintain, (vi) insurance maintained by the Association, (vii) payment of charges under any easement, license or other agreement to which the Association is a party, and (viii) all other costs and expenses incurred by the Association in the proper conduct of its activities, including, without limitation, reserves for replacements or contingencies or charges accruing under any cross-easement or cost-sharing agreement affecting the Development. Assessments may also be used for the operation, maintenance, repair and replacement of any property or facilities serving or appurtenant to the Development which the Association is obligated or elects to maintain or with respect to which the Association is obligated to make a maintenance payment, whether or not such property or facilities are owned by the Association or are located within the Development.

(b) Assessments levied by the Association may also be used for maintenance, repair and replacement (including the funding of reserves) of any storm water management facilities within the Development, including, without limitation, drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether or not such storm water management facilities are located within the Development, as long as such storm water management facilities are designed to benefit or serve any portion of the Development, or are required or intended to be maintained by the Association pursuant to any easement, agreement or the direction of any governmental authority or agency. The Association shall not refuse to accept the conveyance of any such facilities from the Declarant or its affiliates provided that such facilities are conveyed in a completed, well-maintained condition. Such storm water management facilities may also benefit property not within the jurisdiction of the Association and the maintenance of such facilities may be set forth in a cross-easement or other agreement, in which event the Association shall maintain the facilities pursuant to such agreement.

Section 5.3 Annual Assessments; Budgets.

(a) Until the first day of the fiscal year of the Association immediately following the first conveyance of a Lot to a residential homeowner, Assessments shall be imposed in amounts established by the Declarant in its sole discretion. Thereafter, the Board of Directors shall from time to time set the Assessments in amounts sufficient to meet the Common Expenses of the Association. Without limiting the generality of the foregoing, the Association shall levy and collect Assessments in sufficient amounts to (i) maintain and insure the Common Area in accordance with sound property management standards, and (ii) establish necessary reserves for the future repair and replacement of any capital improvements within the Common Area. The Board of Directors shall determine the amount of Assessments before the beginning of each fiscal year in connection with the preparation of the Association's annual budget, and may do so at more frequent intervals should circumstances so require. Installments of Annual Assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis and the Board may determine, at its discretion, to round each Owner's allocable share of Common Expenses to the nearest half dollar or whole dollar amount. Installments of any Annual Assessment levied by the Association may be prepaid without premium or penalty.

(b) The Board of Directors shall cause to be prepared and submitted to the Owners the proposed annual budget for the Association at least thirty (30) days prior to the

budget's adoption. The proposed budget and notice of the Board meeting at which the budget will be considered for adoption may be sent by electronic transmission, by posting on the Association's home page website, by including the budget and meeting notice in the Association's newsletter, or by such other means as may be permitted under applicable law. The budget shall include the estimated costs of operating the Association during the coming fiscal year and any reserve fund in accordance with a reserve fund budget separately prepared by the Board of Directors pursuant to Section 5.12 below. The budget and amendments thereto shall be approved by a majority vote of the Board of Directors at a meeting of the Board, and any amendments to a previously adopted current fiscal year budgeted expenditure shall be approved by the Board. Any budget, or amendment thereto, shall require approval by the Declarant during the Declarant Control Period.

(c) Upon approval of any budget or amendment thereto, the Board of Directors shall thereafter send to each Owner a copy of the approved budget or budget amendment which sets forth the amount of Common Expenses payable by each Owner pursuant to §720.303(6) of the Act. Copies of any budget or amendment thereto may be provided to Owners by electronic transmission in accordance with and subject to the procedures and requirements of applicable law. The budget shall constitute the basis for determining each Owner's contribution for Common Expenses. The failure or delay of the Board of Directors to prepare or adopt an annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay its allocable share of Common Expenses whenever the same shall be determined. In the absence of any annual budget, each Owner shall continue to pay its allocable share of Common Expenses at the then existing rate established for the previous fiscal period until the new payment is established. All budget figures and other information set forth in any proposed annual budget prepared by the management agent, including, without limitation, estimated Common Expenses, income and Assessments, including any reserve analysis and projected life expectancy of reserve items, are based on estimates prepared by the management agent or other qualified independent consultant, and shall not be deemed to be part of any contract, or to constitute the basis of the bargain, between the Declarant and any Lot purchaser, nor shall such budget figures or other information be deemed any representation or warranty whatsoever, whether express or implied, regarding the level of Assessments or any other matter, and neither the Board of Directors nor the Declarant has authorized any other party to make any such representation or warranty, and such other parties have no legal authority to make any such representation or warranty. All budget figures are estimates and neither the management agent, the Declarant nor the Board of Directors can be certain that sufficient funds have been budgeted to cover all Common Expenses that may be incurred. Because actual expenditures may differ from estimated expenditures, due to possible changes in the future expenses of the Association and other variable factors, such estimates are not intended nor shall they be considered as guarantees of any kind whatsoever.

Section 5.4 Capital Contributions.

(a) An initial working capital contribution shall be payable for each Lot in an amount determined by the Board from time to time. Such initial working capital contribution shall be payable by the first non-builder Owner to take title to each constructed Lot at the time of closing with such Owner. Such initial working capital contributions are established to assist with funding

the initial operation of the Association or for such other purposes relating to the Association and the Development as may be determined by the Board of Directors.

(b) Initial working capital contributions shall be in addition to other Assessments, shall not be considered an advance payment of Assessments, and are not refundable.

Section 5.5 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Board of Directors may levy in any fiscal year a Special Assessment or Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or extraordinary repair or maintenance of capital improvements located upon or forming a part of the Common Area or other portions of the Development that the Association is obligated or elects to maintain, including any fixtures or personal property related thereto, or for such other purposes as the Board of Directors may consider appropriate in its reasonable discretion, including, without limitation, extraordinary nonrecurring expenses caused by storms or other weather conditions. Unless otherwise expressly agreed to by the Declarant in writing, any special assessment imposed pursuant to this Section 5.5 shall be approved by the Declarant during the Declarant Control Period.

Section 5.6 Assessment Rates. The Board of Directors shall establish Annual Assessments based on Common Expenses, as determined by the Board of Directors in its sole discretion. The Board may from time to time establish different levels and/or categories of Assessments including, but not limited to, general levels of Assessments that are payable by all Owners and supplemental levels of Assessments that are payable only by certain Owners that benefit from certain expense items, such as expenses for landscaping or any other maintenance or services performed by or on behalf of the Association for some but not all Lots, or such other items as may from time to time be determined by the Board. Each Owner shall pay Assessments at the rate applicable to such Owner and its Lot as determined from time to time by the Board of Directors in accordance with this Declaration.

Section 5.7 Declarant Exemption from Assessments. The Declarant shall not be obligated to pay any Assessments for any Lots owned by the Declarant nor any other charges or expenses of the Association. Except as may otherwise be provided in a separate contract between the Declarant and a Builder, the Declarant shall have no obligation to fund any reserves or pay for any operating deficit or other deficits of the Association. To the extent that the Declarant elects, in its sole discretion, or as otherwise obligated, to pay any Assessments, deficits, reserves or other charges or expenses of the Association, no such payment shall be deemed a waiver of the Declarant's exemption from the payment of any other Assessments, deficits, reserves or other charges or expenses of the Association.

Section 5.8 Association Obligation to Reimburse the Declarant. The Association shall be responsible for reimbursing the Declarant and/or the Declarant's affiliates if significant unanticipated expenses are incurred due to unforeseen changes in Common Area design and significantly impacts operation expenses, which may initiate the advancement of funds. The Declarant, in its sole discretion, will make the determination as to whether the Association shall be responsible for reimbursing, in part or in full, for such unanticipated expenses. Such reimbursements shall be included as part of the Assessments of the Association payable by the Owners. The Declarant and the Declarant's affiliates, as applicable, shall have a lien and security interest in all

real and personal property of the Association to secure payment of such sums. The Association shall promptly execute and deliver such notes, agreements and other instruments as may be requested by the Declarant to confirm the Association's obligations under this Section. Nothing in this Section or otherwise shall be deemed to obligate the Declarant or any affiliate of the Declarant to fund any deficits or other expenses of the Association, and any agreement of the Declarant or any affiliate of the Declarant to do so shall be in its sole discretion.

Section 5.9 Commencement of Annual Assessments; Due Dates; Certificate of Payment. Except as otherwise provided in this Declaration, the Annual Assessments provided for in this Declaration shall commence as to each Lot on the date that such Lot, improved with a home completed for occupancy, is initially conveyed by its builder or developer to another Owner. The first Annual Assessment for a Lot shall be pro-rated as of the date of closing on the Lot. Upon adoption of a new fiscal year budget as provided in Section 5.3, written notice of the new Annual Assessment shall be sent to every Owner. The due dates shall be established by the Board of Directors. The Association shall, upon request and for a reasonable charge, furnish to an Owner or other interested party a certificate signed by an officer of the Association setting forth whether the Assessments for any specified Lot have been paid. A duly executed certificate of the Association setting forth the status of Assessments on a Lot shall be binding on the Association as of the date of its issuance.

Section 5.10 Effect of Non-Payment of Assessments; Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear charges not to exceed the greater of twenty dollars (\$20.00) per month or interest at the rate of ten percent (10%) per annum. The Association may also charge a late fee in an amount not to exceed any limit established under applicable law, against any Owner that is more than fifteen (15) days delinquent in the payment of any Assessment. Additionally, the entire balance of the unpaid Assessment for the remainder of the fiscal year may be accelerated at the option of the Board of Directors and be declared due, payable and collectible in the same manner as the delinquent portion of such Assessment. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot (and all improvements therein) in accordance with the laws of the State of Florida. No Owner may waive or otherwise escape liability for payment of Assessments by non-use of the Common Area or abandonment of a Lot. An Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of delinquent Assessments or other charges due by such party under this Declaration. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association for non-payment of Assessments.

Section 5.11 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide First Mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the lien for assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure, by deed in lieu of foreclosure or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation

to pay assessments due to the Association pursuant to Section 720.3085 Florida Statutes, as amended from time to time, or any law of similar import.

Section 5.12 Reserve Fund Budget and Contribution.

(a) The Board of Directors shall annually prepare a reserve fund budget, which may be based on a reserve study prepared by a qualified independent consultant, and which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The reserve fund budget shall establish a reserve for the substantial periodic repair and replacement of the Common Area and any other improvements which the Association maintains or for which it is required to make a maintenance payment, including, without limitation, reserves for the routine inspection, maintenance and long term repair of any storm water management facilities serving the Development and maintained by the Association. The Board of Directors shall include in the Common Expense budget of the Association such reserves that the Board of Directors shall deem appropriate and such amounts shall be included as part of the Annual Assessments, if applicable during any particular fiscal year. Reserves may also be maintained for operating contingencies and insurance deductibles. Notwithstanding the foregoing or any other provisions of this Declaration or other Governing Documents, the Board may, in its discretion, determine to curtail or delay reserve contributions until a sufficient number of Lots have been constructed and are contributing to Assessments, or for such other reasons that the Board may determine. A copy of any reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

(b) The proportional interest of any Owner in any reserve fund established under this Article 5 shall be considered appurtenant to such Owner's Lot and shall not be separately withdrawn, assigned, transferred or otherwise separated from the Lot.

ARTICLE 6
ASSOCIATION CODES

Section 6.1 Objectives and Scope of Association Codes. The Declarant and the Board of Directors may adopt as Association Codes such additional use restrictions and protective covenants related specifically to the use of the Lots or the Common Area that are consistent with this Declaration and the Development Plans and as may be deemed necessary or appropriate by the Declarant or the Board of Directors in their reasonable discretion, but subject to their fiduciary responsibilities to the Owners. Association Codes shall be adopted in accordance with the procedures set forth in this Article 6. Notwithstanding anything in the Governing Documents to the contrary, the Association Codes are not applicable to the conduct of a Builder during construction of dwellings. Association Codes shall prescribe rules, policies and/or procedures for implementing provisions of the Governing Documents including, but not limited to, the following:

(a) Additional covenants and restrictions regarding maintenance standards, permitted uses, prohibited uses and nuisances, or exclusive uses within the Development and any facilities situated thereon;

(b) Assumption of additional maintenance responsibilities by the Association upon all or any portion of the Development or any facilities situated thereon. In such event, the costs of such maintenance shall be assessed only against those Owners of Lots receiving or intending to receive the additional services or benefits;

(c) Non-disturbance, conservation or similar easements over all or any portion of the Common Area for the maintenance and protection of scenic views, natural conditions and open spaces within the Common Area;

(d) Adoption of architectural guidelines and standards applicable within the Development, provided that such architectural guidelines and standards shall not require the alteration of any previously approved Improvements and are otherwise in accordance with the provisions of Article 9 of this Declaration;

(e) Rules, guidelines and procedures associated with Applications for exterior additions, changes or alterations to Lots submitted to the Review Entity in accordance with Article 9 of this Declaration;

(f) Parking rules and regulations;

(g) Establishment of specific requirements or guidelines for insurance coverage for the Lots, Common Areas, and the members and officers of the Board of Directors;

(h) Procedures for collection and enforcement of Assessments;

(i) Policies related to use and control of Common Area and any facilities situated thereon;

(j) Rules and procedures regarding the removal of improperly parked vehicles;

(k) Procedures for processing alleged violations of the Governing Documents;

(l) Rules and regulations regarding trash collection; and

(m) Repeal and/or modification of previously adopted Association Codes.

Section 6.2 Adoption of Association Codes.

(a) Association Codes may be adopted, modified and amended by the Declarant or the Board of Directors in accordance with the procedures of this Section 6.2. Any Association Codes adopted, modified or amended by the Board of Directors shall require the consent of the Declarant during the Declarant Control Period.

(b) Except in the event of an emergency, as determined in the sole discretion of the Declarant or the Board of Directors, as the case may be, proposed Association Codes shall be published in the Association's principal medium for informing Owners of the Association's affairs, mailed to affected Owners at their address of record with the Association, or otherwise distributed to affected Owners and their Eligible Mortgagees in a reasonable manner at least thirty (30) days

prior to the effective date of the Association Code. Actions to adopt, modify or amend Association Codes by the Board of Directors shall be taken at a meeting of the Board of Directors. At such meeting, all interested Owners shall be provided with a reasonable opportunity for comment and discussion. During the Declarant Control Period, the Declarant may adopt, modify or amend Association Codes without the requirement of holding a meeting for such action; provided, however, that the Declarant shall be required to provide notice of Association Codes in accordance with this Section 6.2(b). Association Codes shall be distributed to affected Owners in a reasonable manner and shall be retained among the corporate records of the Association.

Section 6.3 Association Code Limitations. Except as may be specifically set forth in this Declaration, Association Codes are subject to the following limitations:

(a) Similarly situated Owners shall be generally treated in a substantially similar manner.

(b) No Association Code shall unreasonably interfere with activities within the interior confines of homes, except that Declarant or the Association may restrict or prohibit the following:

(i) Activities not normally associated with residential or home office use;

(ii) Activities that create monetary costs for the Association or other Owners;

(iii) Activities that create a danger to the health or safety of occupants of other Lots;

(iv) Activities that generate excessive noise or traffic, or noxious fumes or odors;

(v) Activities that create unsightly conditions visible outside of a home; and

(vi) Activities that create an unreasonable source of annoyance.

(c) No Association Code shall prohibit outright the leasing or transfer of any Lot, or require consent of the Association for transfer of any Lot; provided, however, that the Association may adopt reasonable rules governing the leasing or renting of all or any part of a home or structure on a Lot, require any Owner who leases or rents a Lot to register the tenants with the Association, and charge a reasonable fee for any administrative costs incurred by the Association for such registration. Any lease of a lot must be for not less than twelve (12) months. Only entire Lots may be leased. No subleases or assignments of leases of a Lot are allowed.

(d) No Association Code or action by the Association shall impede or alter Declarant's development rights or Declarant's rights under this Declaration.

Section 6.4 Binding Effect of Association Codes. Once duly adopted or amended, Association Codes shall inure to the benefit of the Association and the Owners and, though not intended to be recorded, Association Codes shall be binding restrictions and obligations of Owners to the same extent as the covenants, conditions and restrictions set forth in this Declaration and other instruments recorded against the Development. Without limiting the generality of the foregoing, each Owner shall take title to its Lot subject to all Association Codes that are or may be promulgated from time to time. The Association and any Owner shall have the right to enforce all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations imposed by the provisions of any duly adopted Association Code.

Section 6.5 Owners' Acknowledgement and Notice to Purchasers. All Owners are given notice that use of their Lots is subject to all Association Codes as they may be modified from time to time in accordance with this Article 6. Each Owner, by acceptance of a deed or other interest in a Lot, acknowledges and agrees that the use, enjoyment and marketability of such Owner's Lot may be impacted by the Association Codes and that the Association Codes may change from time to time.

Section 6.6 Other Actions. This Article 6 shall not be construed to limit the powers of the Declarant or the Board of Directors and the foregoing entities shall have full power and authority to take any action as may be authorized under the Governing Documents or applicable law, regardless of whether such action may otherwise constitute an Association Code.

ARTICLE 7

DECLARATION OF EASEMENTS AND RIGHTS; USE RESTRICTIONS

Section 7.1 Declaration of Easements and Rights. Subject to the provisions of Section 7.15 below, the easements and rights set forth in this Article 7 are hereby granted, declared and reserved.

Section 7.2 Development Easements.

(a) There is hereby reserved unto the Declarant and to such other parties as the Declarant may specifically, and in writing, assign such rights, for the benefit of the Development, blanket easements upon, across, under and through the Development for (i) vehicular and pedestrian ingress and egress, (ii) curb cuts, slope, or grading easements, (iii) the placement of signs, including, without limitation, signs relating to the Development and signs used for sales and marketing purposes, (iv) the right to erect entry features, promotional and sales displays and other similar items within the Development, (v) the installation, operation, replacement, repair and maintenance of all utilities, including, but not limited to, water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones, telecommunications, broadband, Internet, communications services, and electricity, and further including the right to connect to and use any such utilities which may exist or be located in the Development from time to time, and (vi) such other purposes reasonably related to the development activities of the Declarant, its affiliates and designees. By virtue of the utility easement set forth in this subsection, it shall be expressly permissible to install and maintain the necessary pipes, lines and other equipment within the Development, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Development, including any improvements

constructed thereon, and to have construction vehicles, equipment and the like exercise a right of ingress and egress within the Development. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over any part of the Development in furtherance of the blanket easements created by this subsection. Further, without limiting the generality of the foregoing, the Declarant reserves the right to unilaterally execute and record such additional easements and agreements as may be necessary to give effect to the foregoing easements and other rights and such additional easements and other agreements need not be consented to or joined in by any Owner or other party having an interest in the Development. However, if requested by the Declarant, any Owner or other party having an interest in the Development shall promptly join in and execute such confirmatory easements and other agreements.

(b) There is hereby reserved unto the Declarant and to such other parties as the Declarant may specifically, and in writing, assign such rights, for the benefit of the Development, and for the benefit of the Declarant and its agents, a non-exclusive perpetual blanket easement upon, across, under and through the Development (provided such easement does not encroach upon any building within the Development or unreasonably interfere with the use and enjoyment of the Development) for the following purposes: (i) ingress and egress to and from any and all portions of the Development by trucks, construction equipment, construction personnel and the like; (ii) to construct, install, reconstruct, alter, modify, remove and replace streets, roads, driveways, lanes, sidewalks and parking spaces within the Development; (iii) to excavate, fill and coordinate the height, grade, slope and contour of any portion of the Development and to add and remove soil from the Development; and (iv) for the conduct of all other development, construction, renovation, marketing, sales, leasing and related activities as may be deemed necessary or desirable by the Declarant, its affiliates and designees, or to comply with requirements imposed by St. Johns County, Florida, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Development, and/or to comply with applicable laws or regulations.

(c) A blanket easement is hereby reserved to the Declarant and its agents upon, across, under and through the Development during the period of construction and Lot sales to maintain such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the development of the Development, including, without limitation, a business office, sales/leasing office, storage area, construction yards, signs, displays and model units.

(d) An easement is hereby reserved to the Declarant to enter any portion of the Development for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Development or the improvements thereon or to fulfill the requirements of the Development Plans. There is further reserved unto the Declarant and its agents a non-exclusive easement over, across and through all of the Development for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of any portion of the Development.

Section 7.3 Grading Easements. For the duration of the Declarant Control Period, the Declarant reserves a blanket easement and right of passage and access on, over, under and through

the Development to establish, maintain, change and correct drainage of surface water. Notwithstanding any provision of this Declaration to the contrary, except as may otherwise be provided in a separate contract with Builder, the Declarant shall have no obligation whatsoever to perform any work or to take any action regarding drainage of surface water within the Development. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action as may be reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice. There is further reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity including, without limitation, all public authorities and utility companies, over any part of the Development in furtherance of the blanket easement created by this Section. The Declarant may exercise the reserved rights under this Section for the duration of the Declarant Control Period. Thereafter, all rights of Declarant under this Section may be exercised by the Association.

Section 7.4 Easements for Public Authorities and Utility Companies. For the duration of the Declarant Control Period, the Declarant reserves the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Development.

Section 7.5 Utilities Easements. The rights and duties of the Association and the Owners with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Development, including, without limitation, water, sewer, gas, electricity, cable television, telephones and telecommunications services, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment installed by the Declarant or in locations otherwise approved by the Declarant (collectively, the “Utilities”) shall be governed by the following:

(a) The Development is hereby subject to a non-exclusive perpetual easement and right of passage upon, across, under and through the Development, for the benefit of the Association and the Owners for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities, provided that the location of such Utilities has been approved by the Declarant. The Association and the Owners shall have the right, and they are hereby granted an easement and right of passage to the extent necessary to enter upon or have a utility company enter upon any portion of the Development in which the Utilities lie to inspect, repair, replace and generally maintain such Utilities.

(b) The right granted in subsection (a) above shall be only to the extent necessary to entitle parties serviced by the Utilities to their full and reasonable use and enjoyment, and provided further that anyone exercising such right shall be responsible for restoring as nearly as practicable the surface of the easement area so used to its condition prior to such use.

(c) The Development is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under the Development for the drainage and discharge of water from any storm drain or down spout situated within the Development installed by the Declarant or in locations otherwise approved by the Declarant, and no Owner shall cause or permit any alteration or obstruction to such drainage or flow of water to the detriment of any portion of the Development.

(d) A mutual right and easement for utility services is hereby established for the benefit of all Owners such that no Owner shall take any action which would in any way interfere with utility services being provided to other Owners within the Development. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Development, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or household members.

Section 7.6 Storm Water Management Easements.

(a) Each Owner is hereby granted a non-exclusive easement and right of use, in, through, on, over, under, across and within the Development for the drainage, discharge, and transmission of storm water runoff through and into any storm water management facilities approved by the Declarant that are intended to benefit the Owner's Lot. Each Owner shall also have the right to connect to such storm water management facilities, subject, however, to the approval of any applicable governmental authority or agency, if any such approval is required. The Association shall have the benefit of all easements and rights granted pursuant to this subsection with respect to the Common Area.

(b) Each Lot and the Common Area is subject to an easement for the installation, operation, maintenance, repair, and replacement of all storm water management pipes, equipment and facilities now or hereafter installed within any portion of the Development by or on behalf of Declarant.

(c) The Association is hereby granted a non-exclusive easement and right of passage on, through, over and across the Lots and the Common Area to maintain, repair and replace any storm water management area or facilities located therein for which it has maintenance responsibilities including, without limitation, ponds, basins, bio-retention or similar devices, recharge facilities, storm drainage pipes, infiltration trenches, inlets, oil grit separators, drainage areas and underground facilities, if any.

Section 7.7 Association Easement Rights. The Association shall have an easement to enter any portion of the Development for the performance of its duties or exercise of its rights under this Declaration, including, without limitation, all easements reasonably necessary across, on, over and through the Development in order for the Association to perform its maintenance obligations. Without limiting the generality of the foregoing, the Association shall have a non-exclusive easement and right of passage across, on, over and through any Lot to perform such functions and operations as the Association may be authorized or empowered to carry out pursuant to this Declaration including, without limitation, any maintenance responsibilities as may now or hereafter be assumed by the Association with respect to such Lot. However, this easement shall not authorize or empower the Association to assume any maintenance responsibilities with respect to the interior of any Lot and the Association shall not enter the interior of any home or other structure on a Lot without the prior written consent of the Owner of the Lot. The Association shall have all rights and privileges as may be reasonably necessary to the exercise of the foregoing easement. The Association shall take reasonable steps to minimize any damage to any Lot as a result of the exercise of such easement and the Association shall restore as nearly as practicable any Lot to its original condition if there is any damage thereto as a result of the exercise of such easement.

Section 7.8 Walkway Easements. The Development is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Owners, for ordinary and reasonable pedestrian ingress and egress over, across and upon any sidewalk, walkway or trail constructed within the Development that may reasonably be deemed to have been constructed or intended for pedestrian use.

Section 7.9 Encroachment Easements. Each Lot and all Common Areas shall have an easement, not exceeding three feet (3') in width, over all adjoining portions of the Development for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for an encroachment be created in favor of any Owner if said encroachment occurred due to the willful misconduct of said Owner. If any improvement is partially or totally destroyed and then repaired or rebuilt, minor encroachments over any adjoining Lot or Common Area shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

Section 7.10 Common Area Easements. The Board of Directors shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Common Area for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association. Any such easements, rights-of-way, licenses and similar interests shall require the written consent of the Declarant during the Declarant Control Period.

Section 7.11 Conservation Easements and Other Restrictions. The Association shall be responsible for monitoring compliance with the requirements of any conservation easements and any other restrictions imposed on the Common Area by the County or other governmental authorities, and for periodically reminding the Owners of these restrictions. The Association may exercise all of its rights and remedies available under the Governing Documents for violations of the Association's covenants with respect to any Owner that violates the conservation requirements and other restrictions of the County or other governmental authority.

Section 7.12 Exercise of Easement Rights. Unless expressly provided otherwise, all easements created and granted under this Declaration shall be perpetual. The use of any of the words "in", "to", "on", "over", "under", "within", "through", "upon", or "across" with respect to an easement or other right set forth in this Declaration shall mean and include all or any of such words, as the context may require. All such easements may be exercised by the employees, agents and other designees of the benefited party on behalf of the benefited party, and shall be exercised in a reasonable manner, shall be subject to all applicable laws and regulations, and shall be located consistent with all applicable site plans for the Development approved by the County. Any parties exercising any of such easements shall restore any disturbed property to substantially the condition existing prior to the exercise of such easement. Except for existing items or as otherwise provided for in this Declaration, no easement shall be located under the footprint of a building, or upon the proposed footprint of a building as shown on an approved site plan without the prior written consent of the owner of such building, which consent shall not be unreasonably withheld. No easement shall be established or utilized in a manner that causes an unreasonable interruption of an existing use or which has a material adverse impact upon any Owner or lessee for an unreasonable length of time.

Section 7.13 Cooperation. With respect to the Declarant's reserved rights to grant easements or enter into agreements pursuant to this Article 7, the Declarant may unilaterally execute and record such additional easements and agreements in accordance with such reserved rights without the consent or joinder of any Owner or other party having an interest in the Development, provided, however, that if requested by the Declarant, any Owner or other party having an interest in the Development shall promptly join in and execute such easements and other agreements.

Section 7.14 Reserved Rights of Declarant.

(a) There is reserved unto the Declarant the right to grant specific easements, both temporary and permanent, to any person or entity including, without limitation, all public authorities and utility companies, over any part of the Development in furtherance of the general easements created by this Declaration.

(b) For the duration of the Declarant Control Period, the Declarant reserves the right to modify or alter the size, number, type and location of the Common Area and any other improvements in the Development as the Declarant deems necessary or desirable in conjunction with the development of the Development but subject to the Development Plans. Without limiting the generality of the foregoing, the Declarant reserves the right to resubdivide all or a portion of the Development, to modify lot lines within the Development, to convey Common Area, to modify the site plans, to construct improvements on the Common Area, and to take whatever other action with respect to the Development as the Declarant may deem necessary or desirable, subject to the Development Plans. If requested by the Declarant, the Association shall promptly execute and deliver such deeds and other instruments as may be necessary or desired in connection with any resubdivision or lot line modification, changes to the Development Plans, or otherwise related to the development or use of the Development.

Section 7.15 Permitted Uses. Each Lot shall be used for residential purposes exclusively. Notwithstanding the foregoing, nothing contained in this Section or elsewhere in the Governing Documents shall be construed to prohibit the Declarant from using any Lot for promotional or display purposes, for "model homes", a sales and/or construction office, or for any other lawful purpose.

Section 7.16 Prohibited Uses and Nuisances; Pets. In addition to such other rules, regulations, Association Codes, or other restrictions that the Board of Directors may from time to time enact or amend, the following restrictions apply to the Development and Owners, occupants, guests and invitees upon the Development:

(a) Use and occupancy of the Lots is restricted to residential uses only. These use restrictions shall not be construed in such a manner as to prohibit an Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls, electronic transmissions or correspondence in and from his Lot to the extent permitted by applicable law; provided such activities do not interfere with the quiet enjoyment of other Lots. Notwithstanding the foregoing, the Declarant and Builders, shall be permitted to use Lots which such entity owns or leases as model apartments, as sales, leasing, development, marketing, construction, management or other offices.

(b) No noxious or offensive activity shall be allowed within or upon any Lot or the Common Area that may be or become an annoyance or nuisance to the community or other Owners. The restrictions of this subsection (a) shall not apply to matters exempted with the prior written approval of the Board of Directors or the Declarant during the Declarant Control Period or to activities that may be necessary in connection with reasonable and necessary repairs or maintenance of any Lot or Common Area.

(c) Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Common Area unless accompanied by a responsible person and unless they are carried or leashed. All persons that bring pets upon the Common Area shall be responsible for the clean-up and proper disposal of any waste deposited on the Common Area by such pets. The Association shall not be liable for any loss, damage, or injury caused by any animal within or in the vicinity of the Development. Any person who keeps or maintains any pet upon any portion of the Development shall indemnify and hold harmless the Association, the Declarant, and each Owner against any loss, damage, injury, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Development. Pets that are permitted to roam free or that are determined by the Board in its sole discretion to endanger the health and safety of any other Owner(s), make objectionable noise, or constitute a nuisance or inconvenience to any other Owner(s), shall be promptly removed from the Development upon request by the Board of Directors. The Board of Directors shall have the right to adopt or amend additional rules and regulations regarding pets, consistent with this subsection, as it may from time to time consider necessary or appropriate.

(d) No structure of a temporary character, trailer, mobile home or recreational vehicle shall be permitted on any Lots at any time except during construction or used at any time as a residence, either temporarily or permanently.

(e) No flag (other than as specifically permitted by the Act), sign, poster, display or billboard of any kind shall be displayed to the public view on any Lot, entryways or outside walls of any dwelling, any fences on the Development, any Common Areas, dedicated areas, or any vehicles within the Development, except for the following signs: (1) any signs regardless of size used by the Declarant and their respective affiliates or as authorized by Declarant or Review Committee (in locations and in accordance with applicable design standards); (2) one sign per Lot not to exceed 144 square inches indicating that the Unit is monitored by an alarm or monitoring service; or (3) not more than two (2) "political signs" per Lot, the maximum dimensions of any such sign shall not exceed 24 inches by 24 inches. Political signs may not be displayed on a Lot earlier than 45 days before the applicable election and must be removed not later than 7 days after the election day. No sign of any kind which shall be visible outside the Unit shall be permitted inside a Unit or on a Lot, except as authorized by Declarant or Review Committee (in locations and in accordance with applicable design standards). So long as Declarant (or any of its affiliates) owns any portion of the Community, Declarant may authorize Declarant, its affiliates, Declarant's Permittees, and, to the extent authorized by Declarant, any Builder or its Subcontractors, to place any signs on the Development in connection with construction, sales, leasing, resales and other marketing activities.

(f) No campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except (1) during the periods of approved development or construction on a Lot or (2) when stored out of view in an enclosed garage on such Lot. Small pick-up trucks (one ton or less), sports utility vehicles and/or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas on such Lot, regardless of whether such trucks and other vehicles display commercial markings. These restriction on parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services or to law enforcement vehicles of an Owners or Permitted User of a Unit. No vehicle which is unlicensed or inoperable may be kept or stored on the Development except out of view in an enclosed garage on a Lot. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

(g) Any seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) shall not be visible from the street except for the period of time from thirty (30) days before such season or holiday through thirty (30) days after such season or holiday. Any Owner may apply for a variance from this provision, and the Declarant during the Declarant Control Period and thereafter the Board has the sole discretion to determine what is a reasonable period of time for such variance. The Board shall have the right to require an Owner or Permitted User to remove seasonal or holiday decorations which create a nuisance in the reasonable judgment of the Board.

(h) No exterior antennae, satellite dishes or similar equipment shall be installed on any Lot, Common Area or Improvement thereon, unless such antennae, satellite dishes and similar equipment are approved by the Review Committee and conform to the conditions and requirements imposed pursuant to Article 9. Such conditions and restrictions shall be reasonable, and approval shall not be unreasonably denied or delayed. No radio or shortwave operations of any kind shall be permitted to operate on any Common Areas or any Unit. The Declarant may erect an antenna or a master antenna or a cable television antenna for the use of all the Owners, and Declarant grants and hereby reserves easements for such purposes as more particularly set forth in Article 7. Notwithstanding the foregoing, to facilitate compliance with The Telecommunications Act of 1996, the following provisions apply to installation of DBS, MDS, ITFS, and LMDC dishes less than one (1) meter in diameter, and TVBS antennas:

(i) No payment of any fee shall be required as a condition of approval for installation.

(ii) Any installation must be placed on the Lot in a location which in not visible from any street, unless such placement would: (a) unreasonably delay or prevent installation, Maintenance or use; or (b) unreasonably increase the cost of installation, Maintenance or use; (c) preclude reception of an acceptable quality signal.

(iii) The Owner must take reasonable measures to screen the installation. "Reasonable" means an installation which is consistent with the overall landscape standards of the Community, but does not (a) unreasonably delay or prevent installation, Maintenance or use, (b)

unreasonably increase the cost of installation, Maintenance of use; or (c) preclude reception of an acceptable quality signal.

(i) No tree or shrub, the trunk of which exceeds two (2) inches in diameter, may be cut down, destroyed or removed from any Lot without the prior approval of the Review Committee. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot without the prior approval of the Review Committee.

(j) No play or game structures including basketball hoops or tennis courts shall be located on any Lot unless approved in advance by the Review Committee. Additionally, no platform, doghouse, playhouse, storage shed or auxiliary structure of any kind or nature shall be constructed on any part of a Lot unless approved in advance by the Review Committee.

In general, the Declarant shall be exempt from all restrictions set forth in this Declaration to the extent such restrictions interfere in any matter with Declarant's plans for construction, development, use, sale, leasing, resale or other disposition of the Development.

ARTICLE 8 **MAINTENANCE**

Section 8.1 Association Maintenance.

(a) The Association shall operate, maintain, repair and replace the Common Area and keep such items in good order at all times. This obligation shall include, without limitation, (i) the maintenance, repair and, as necessary, replacement of any private roadways within the Common Area, (ii) the maintenance, repair and, as necessary, replacement of any irrigation systems within the Common Area, (iii) the maintenance, repair and, as necessary, replacement of any sidewalks and walkways within the Common Area, (iv) the operation, maintenance, repair and, as necessary, replacement of any recreational facilities comprising part of the Common Area, and (v) the trimming, mowing, watering, and other maintenance of all landscaped areas comprising part of the Common Area so as to keep the same in good and attractive condition. Further, the Association shall maintain, repair and replace (A) any rights-of-way, entry strips, signage, and entrance features or improvements that are situated within or appurtenant to and serve the Development and that the Association is otherwise obligated to maintain, including, without limitation, any landscaping and other flora and improvements situated thereon, (B) and any other real and personal property, facilities and equipment as the Association is obligated or elects to maintain pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency. The expenses of all such operation, maintenance, repair and replacement shall be Common Expenses of the Association including, but not limited to, reserves for the maintenance, repair and replacement of any such property or improvements.

(b) Except to the extent the County performs maintenance of any storm water management ponds or other facilities located in the Development, the Association shall be responsible for the maintenance, repair and replacement of any storm water management area or facilities situated within the Common Area, including, without limitation, any drainage pipes,

infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities. The Association shall also be responsible for the maintenance, repair and replacement of any storm water management area or facilities that serve and/or benefit the Development whether or not located within the Common Area if the Association is responsible for doing so pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Association's share of the maintenance costs of any storm water management area, facility or equipment pursuant to an easement or agreement, which maintenance costs shall be Common Expenses of the Association. The Board of Directors may enter into any such easements or other agreements that the Board may deem necessary or desirable for purposes of allocating or sharing the costs associated with the maintenance of any storm water management areas, facilities or equipment that serve or benefit the Development. The Association shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from the Declarant.

Section 8.2 Additional Maintenance Responsibilities. In addition to those items addressed in this Declaration, the Association may, in the discretion of the Board of Directors, provide other services and/or assume additional maintenance responsibilities with respect to all or any portion of the Development. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners receiving the additional services in such amounts as determined from time to time by the Board of Directors.

Section 8.3 Maintenance Requirements for Lots. Except as otherwise specifically provided in this Declaration or other Governing Documents, each Owner shall ensure that its Lot and all improvements therein or thereon are maintained in a safe and sightly condition, in good order and repair and free of debris in a manner and with such frequency as is consistent with this Declaration, the Design Guidelines, any maintenance standards that may be determined from time to time by the Board, and all applicable laws and regulations.

ARTICLE 9 DESIGN REVIEW AND ARCHITECTURAL CONTROL

Section 9.1 Architectural Approval. Complete plans and specifications as determined by the Review Entity for the Association for various design and construction stages for the exteriors of all "Improvements" (defined below) shall be approved in writing in accordance with this Article 9 prior to the commencement of any development, construction or modification activities for such Improvements within the Development. **"Improvements"** shall mean, collectively, the following items and activities within the Development:

- (a) staking, clearing, landscaping, excavation, grading or other site work;
- (b) the exteriors of buildings, structures and other improvements of any kind;
- (c) exterior additions, changes or alterations of any nature to Lots, buildings or other improvements including, without limitation, changes in color, changes or additions to driveway or walkway surfaces, decks, porches, lighting and landscaping modifications.

Section 9.2 Initial Construction. The initial construction of homes on the Lots and other Improvements within the Development shall not be commenced, erected or maintained until complete plans and specifications for such Improvements have been reviewed and approved by the Declarant, in writing and in its sole discretion, for compliance with any applicable design standards that may be promulgated by the Declarant with respect to such Improvements. Notwithstanding any provision of the Governing Documents to the contrary, the approval of the Declarant pursuant to this Section 9.2 shall be the only approval required under this Declaration or other Governing Documents with respect to the construction of initial Improvements; however, each Owner shall also be responsible for obtaining all other applicable approvals required by governmental authorities or otherwise. Nothing in this Section 9.2 or otherwise in the Governing Documents shall be deemed to require that any initial Improvements approved by the Declarant conform to Design Guidelines or other matters that might otherwise be binding on Owners for any changes to initial Improvements.

Section 9.3 Changes and Modifications to Improvements. Except for initial Improvements which shall be approved by the Declarant in accordance with Section 9.2 above, no Owner or any other person or entity shall commence, erect or maintain any Improvements or changes or modification to Improvements within the Development until complete plans and specifications for such Improvements have been approved, in writing, by the appropriate Review Entity in accordance with this Article 9.

Section 9.4 Review Entity. As used in this Declaration, the term “**Review Entity**” means one or more of the following entities having jurisdiction at any particular time with respect to the matters described in this Article 9:

(a) **The Declarant**, with respect to all architectural review and approval authority under this Article 9 for all Lots and Common Area, except to the extent any such rights and powers are assigned or terminated in accordance with Section 9.5. All rights and powers of the Declarant under this Article 9 may be exercised on behalf of the Declarant by such members, officers, directors, employees, agents, representatives, or other designees of the Declarant as the Declarant may designate from time to time.

(b) **The Design Review Committee**, but only upon the assignment of such rights and powers from the Declarant in accordance with Section 9.5. If a covenants committee or similar committee of the Association is appointed by the Board, such committee may from time to time also be designated to serve as the Design Review Committee, and such designation may be made by the Declarant during the Declarant Control Period and by the Board of Directors after the Declarant Control Period. If a Design Review Committee is not appointed, the Board of Directors shall exercise all rights and powers that could be exercised by the Design Review Committee.

Section 9.5 The Declarant as a Review Entity. The Declarant shall be exclusively entitled to exercise all rights and powers of the Review Entity under this Declaration for all Lots and Common Area, except to the extent such rights and powers are expressly assigned in writing by the Declarant. The Declarant may assign all or part of its rights and powers under this Article 9 to the Design Review Committee. Notwithstanding the foregoing, upon the termination of the Declarant Control Period, all rights and powers reserved to the Declarant under this Article 9 not previously assigned to the Design Review Committee shall automatically terminate and shall be deemed assigned to, and thereafter exercised by, the Design Review Committee or to the Board of Directors

if no Design Review Committee has been appointed. Each Owner shall be deemed to covenant and agree that (i) neither initial construction of Improvements nor any exterior addition, change or other alteration to existing Improvements shall be commenced within the Owner's Lot until approval for such construction, addition, change or other alteration is approved in accordance with this Article 9, and (ii) the Declarant has a significant and substantial interest in ensuring that all Improvements are consistent with the plans for the Development and that the Improvements do not have an adverse impact upon the development, marketing, sales, leasing and/or operation of any portion of the Development. Accordingly, in its exercise of the rights and powers of the Review Entity under this Declaration, the Declarant shall have the right to approve or disapprove any plans and specifications for Improvements in the Declarant's sole discretion, and all Owners acknowledge that in reviewing and acting upon any such plans and specifications, the Declarant shall be acting in its own interest and shall owe no duty whatsoever to any other individual or entity, including, without limitation, the Association or any Owner.

Section 9.6 *Design Review Committee as a Review Entity.* The Design Review Committee shall exercise such rights and powers of the Review Entity as may from time to time be assigned to such Design Review Committee pursuant to Section 9.5 above. The Design Review Committee shall consist of an uneven number of members, at least three (3) in number, who shall serve at the pleasure of and may be removed and replaced at the discretion of the Declarant, during the Declarant Control Period, and by the Board of Directors thereafter. The members of the Design Review Committee need not be members of the Association and may, but need not, include architects, engineers and similar design professionals. Any compensation for members of the Design Review Committee, including architects or other design professionals, shall be established from time to time by the Board of Directors.

Section 9.7 *Revocation of Assigned Rights.* Until termination of the Declarant Control Period, the Declarant may, in its sole discretion, revoke any prior assignment of all or part of the rights and powers under this Article 9 that the Declarant may have assigned to the Design Review Committee or other designee. Upon such time that the Declarant may revoke any previously assigned rights and powers under this Article 9, the Declarant shall automatically have the authority to exercise such rights and powers.

Section 9.8 *Application Review.*

(a) Except for the initial construction of Improvements which is governed by Section 9.2 above, no Improvement of any kind shall be commenced, erected or maintained upon the Development by an Owner until a design review application ("**Application**") is submitted to and approved by the Review Entity. The Application shall include detailed plans showing applicable items such as site layout, exterior elevations, exterior materials and colors, landscaping, drainage, lighting, irrigation, and other relevant features of the Improvements, as required by the Review Entity and any Design Guidelines applicable to the applicant's Improvements. The Review Entity may also require the submission of such additional information as it deems necessary to consider any Application. The Review Entity may consider, but shall not be restricted to consideration of, visual and environmental impact, ecological compatibility, natural platforms and finish grade elevation, harmony of external design with surrounding structures and environment, location in relation to surrounding structures and plant life, compliance with the general intent of applicable Design Guidelines and architectural merit. In many instances,

decisions will be based solely on aesthetic considerations, and each applicant acknowledges that determinations as to such matters may be highly subjective and opinions may vary as to the desirability and/or attractiveness of particular Improvements.

(b) The Review Entity shall, within thirty (30) calendar days after receipt of a complete Application, advise the applicant in writing of the approval or disapproval of the Application. If the Review Entity fails to advise the applicant by written notice within thirty (30) calendar days of receipt of a complete Application of either the approval or disapproval of the Application, the applicant shall give the Review Entity written notice of the Review Entity's failure to respond. The applicant's notice shall include a conspicuous statement in bold and underlined text that unless the Review Entity responds within fifteen (15) calendar days of receipt of such applicant's notice, approval of the Application shall be deemed granted. Upon such further failure of the Review Entity to grant an approval or disapproval, approval shall be deemed to have been given. Notwithstanding the foregoing, no approval, whether expressly granted or deemed granted pursuant to this Section 9.8, shall be materially inconsistent with any Design Guidelines applicable to the Improvements in question, unless a variance has been granted in writing in accordance with Section 9.14 below. Notices from an applicant to the Review Entity under this Section 9.8 shall be deemed to have been given at the time the envelope containing such notice, properly addressed and postage prepaid, is delivered by the U.S. Postal Service by registered or certified mail, return receipt requested, or by any other delivery or courier service, such as Federal Express or UPS, which can provide tracking information regarding the delivery of such notice. Personal verified delivery of such written notice by any other means shall also be sufficient and shall be deemed to have been given at the time of delivery.

Section 9.9 Preliminary Applications and Approvals. Notwithstanding any provisions of this Article 9 to the contrary, the Review Entity may review an Application containing preliminary drawings, schematics, specifications or other features or information that is less than what would otherwise be required in order to process a complete Application for proposed Improvements. The Review Entity may issue a preliminary approval with respect to such preliminary Application if the Review Entity determines that such a preliminary approval is appropriate. The purpose of such preliminary Applications is to allow an applicant to receive a determination from the Review Entity as to whether certain architectural or design concepts, features, or specifications are acceptable before such applicant proceeds with additional plans and engineering for the proposed Improvements. The Review Entity may impose such conditions on any preliminary Application or preliminary approval that the Review Entity deems necessary or appropriate. Unless otherwise expressly authorized by the Review Entity in writing, no Owner or other party shall commence construction or any other work on any proposed Improvements based upon a preliminary approval given pursuant to this Section; rather, approval of a complete Application in accordance with this Article 9 shall be required before commencement of construction or other work.

Section 9.10 Application Fees and Reimbursements. The Review Entity may (i) establish and charge reasonable fees for review of Applications hereunder; (ii) retain architects, engineers or other design professionals to assist in its review of any Application; and (iii) require reimbursement by the applicant of fees charged by any architect, engineers or other design professionals.

Section 9.11 Design Guidelines and Procedures.

(a) The Review Entity may, but shall not be required to, establish Community Standards and Design Guidelines design guidelines to provide guidance to Owners, builders and contractors regarding matters deemed to be of relevance or importance to the Review Entity in considering Applications for architectural approval and establishing details required for Improvements, as the same may be modified or amended from time to time (“**Community Standards and Design Guidelines**” or “**Design Guidelines**”). Subject to Section 9.2, any Design Guidelines shall not be the exclusive basis for decisions hereunder, and compliance with the Design Guidelines shall not guarantee approval of an Application. Design Guidelines may contain general provisions applicable to all Lots and other Improvements, as well as specific provisions which vary from one Lot or other Improvement to another, depending upon the location, type of construction or use, and unique characteristics of such Improvements. The Review Entity shall make copies of Design Guidelines available to Owners, builders and contractors and may charge a reasonable fee to cover the costs of providing the Design Guidelines.

(b) Any Design Guidelines established pursuant to this Article 9 may be modified and amended from time to time in the sole discretion of the Review Entity subject to Section 9.11(d) below. Modifications and amendments to Design Guidelines shall not apply to or require modifications to or removal of Improvements previously approved once such Improvements have commenced. However, modifications or amendments to Design Guidelines may prohibit an exact replacement of a previously approved Improvement. Any subsequent removal or alteration of any previously approved Improvements shall be subject to the Design Guidelines in existence at the time of such subsequent removal or alteration. There shall be no limitation on the scope of modifications or amendments to any Design Guidelines. Copies of any modifications or amendments to Design Guidelines shall be provided to applicable Owners.

(c) The Review Entity may from time to time adopt and promulgate procedures and requirements for the submission of Applications to the Review Entity, including, without limitation, requirements regarding the number of copies, the content, scale and detail of the plans and specifications to be included with such Applications, and the identification of any required supporting materials; provided, however, that such application procedures shall not contravene any specific requirement established by this Declaration. Any application procedures adopted pursuant to this Article 9 shall be subject to modification and amendment from time to time in the sole discretion of the Review Entity, subject to Section 9.11(d). Such application procedures shall not be construed as a waiver of the provisions of this Article 9 or any other provision or requirement of this Declaration.

(d) Notwithstanding any provision of this Declaration to the contrary, any Design Guidelines or application procedures promulgated by the Design Review Committee shall be (i) subject to the Declarant’s prior approval during the Declarant Control Period, and (ii) subject to the prior approval of the Board after the Declarant Control Period provided that the Board is not otherwise acting as the Design Review Committee.

Section 9.12 Completion of Improvements. Construction of Improvements in accordance with the approved Application shall be completed within six (6) months following approval of the Application, or within such other period as the Review Entity may specify in its

approval. If construction is not completed within the period aforesaid, the Review Entity shall have the option to withdraw its approval of the plans and specifications and require the applicant to re-submit an Application and otherwise comply with the requirements of this Article 9. There shall be no material deviations from plans and specifications approved by the Review Entity (as determined by the Review Entity in its sole discretion) without the prior consent in writing of the Review Entity.

Section 9.13 *Non-Precedential Nature of Approvals.* Each applicant acknowledges that the composition of the Review Entity will change from time to time and that decisions regarding aesthetic matters and interpretation and application of the Design Guidelines applicable to the applicant's Improvements may vary from time to time. In addition, each applicant acknowledges that it may not always be possible to identify objectionable features of proposed Improvements until the Improvements are completed, in which case it may be unreasonable to require changes to the Improvements previously approved; however, the Review Entity may refuse to approve similar Improvements in the future. Approval of Improvements for any particular applicant or Improvements shall not be deemed a waiver of the right to withhold approval as to any similar Improvements subsequently submitted for approval.

Section 9.14 *Waivers and Variances.* The Review Entity in its sole discretion may, but shall not be required to, authorize waivers or variances from compliance with any Design Guidelines or for nonconforming Improvements when circumstances such as topography, natural obstructions, aesthetic or environmental considerations, architectural merit, or other reasonable considerations warrant such a waiver or variance. Such waivers and variances shall be granted only if and when the Review Entity determines that some or all of the foregoing circumstances warrant a waiver or variance. No applicant shall have any right to demand or obtain a waiver or variance. Except for a waiver or variance authorized by the Declarant, no waiver or variance may (i) be effective unless in writing, (ii) be contrary to this Declaration, or (iii) be inconsistent with the goals or objectives of the Declarant. In no event shall any waiver or variance prohibit or estop the Review Entity from denying a waiver or variance in other circumstances.

Section 9.15 *Limited Scope of Approval.* The standards and procedures established by this Article 9 are intended to provide a mechanism for maintaining and enhancing the overall aesthetics of the Development. Approval of an Application by a Review Entity shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the item being reviewed. No Review Entity, nor any of its members, officers, directors, employees, agents, or representatives, shall bear any responsibility for ensuring structural integrity, soundness or compliance with building codes and other governmental approvals or requirements, or that any Improvements are located so as to avoid negative impacts on other Lots or surrounding properties including, without limitation, impaired views. No representation is made by any Review Entity with respect to the quality, size, value or design of future Improvements. Approval by any Review Entity shall not be construed as a representation or warranty of any type regarding the design or construction of any Improvement and no Review Entity, nor any of its members, officers, directors, employees, agents, or representatives, shall be liable for (i) soil conditions, drainage or other site work problems, (ii) defects or errors in any plans or specifications submitted as part of an Application, (iii) any structural or other defects in Improvements constructed according to an approved Application, or (iv) any injury, damages, or loss arising out of the design, quality or manner of construction of any approved Improvements. Approvals by the Review Entity shall in no way be deemed to constitute a determination as to

compliance with local zoning ordinances, governmental guidelines or restrictions, or be substituted in lieu of applicable governmental approvals and permits, and no construction may commence until all such approvals and permits have been obtained.

Section 9.16 Enforcement.

(a) Any Improvements constructed in violation of this Article 9 or in a manner inconsistent with an approved Application shall be deemed to be nonconforming. Upon written request from the Review Entity, the defaulting Owner shall, at its own cost and expense, promptly either remove any nonconforming Improvement and restore the Improvement to substantially the same condition that existed prior to the installation of the nonconforming Improvement or bring the nonconforming Improvement into compliance with the approved Application, as applicable. If a defaulting Owner fails to remove any nonconforming Improvement or bring the nonconforming Improvement into compliance with the approved Application, as applicable, the Review Entity shall have the right to enforce this Article 9 in accordance with Sections 14.5, 14.6, and 14.7 of this Declaration including, without limitation, by removing the violation and restoring the Improvement to substantially the same condition as previously existed. The Review Entity may preclude any contractor, subcontractor, agent, employee or other invitee of any Owner who fails to comply with the terms and provisions of this Article 9 and the applicable Design Guidelines from continuing any further activities on the Improvements or any other portion of the Development. Neither the Review Entity, nor any of its members, officers, directors, employees, agents, or representatives shall be held liable to any Owner or any other person or entity for exercising the rights granted by this Article 9.

(b) During the Declarant Control Period, if a Design Review Committee fails to take enforcement action within thirty (30) calendar days after receipt of a written demand from the Declarant identifying the violator and/or specifying the nature of the violation, then the Declarant may undertake any appropriate enforcement action, and the Association shall reimburse the Declarant for all costs reasonably incurred by the Declarant in taking such enforcement action with respect to such violation, but only to the extent the Declarant prevails in such action.

Section 9.17 Certificate of Compliance. Upon satisfactory completion of Improvements in accordance with plans and specifications approved by the Review Entity in accordance with the provisions of this Article 9, the Review Entity shall, at the written request of the applicant, issue a certificate of compliance. A certificate of compliance shall be prima facie evidence that the Improvements referenced in such certificate have been approved by the Review Entity in full compliance with the provisions of this Article 9 and with such other provisions and requirements of the Governing Documents as may be applicable. The Review Entity may charge the applicant a reasonable administrative fee for issuing a certificate of compliance.

Section 9.18 Appeal of Design Review Committee Decisions. Any decisions made by a Design Review Committee may be appealed to the Board of Directors by the party whose Application or other request was the subject of the Design Review Committee's decision. Any Owner filing an appeal may submit a written request for a hearing before the Board of Directors, which may be granted or denied in the Board's sole discretion. A vote of at least a majority of the Board of Directors shall be required to reverse or modify a decision of the Design Review

Committee. Notwithstanding the foregoing, when acting as the Review Entity, the decisions of the Declarant and the Board of Directors shall be final and shall not be subject to appeal.

Section 9.19 Builder Exemption. As to any Builder, Declarant or its predecessors or affiliates may provide, in a contract with the Builder or otherwise, blanket exemption from the provisions of Article 9 or blanket approval of construction activities, site plans, general housing styles or finishes which may then be constructed or performed on any Lot without the need for additional written approvals of, or the submission of, specifications, exterior color and finish, landscape plan, site development or any other matter otherwise required for submission or payment of any fees to the Association or the Review Entity. Once granted, such blanket approval shall be irrevocable and binding on the Association and the Review Entity as to any Lots owned by Builder or subject to any contract to purchase or option to purchase of Builder. Once blanket approval is granted, a Builder shall not be obligated to provide any further submittals nor obtain any other approvals from, or pay any fees to, the Association, Declarant, Board or Review Entity.

ARTICLE 10

INSURANCE

Section 10.1 Association Coverage.

(a) The Board of Directors shall cause to be maintained a policy of property insurance covering the Common Area, and any property required to be insured by the Association pursuant to any easement, lease or other agreement (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment, to the extent that they are a part of the Common Area of the Association or such other property which the Association may insure, as well as common personal property and supplies.

(b) The Association's property insurance policy shall afford protection against loss or damage by fire and all other perils normally covered by "all risk" insurance, and shall name the Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a deductible determined by the Board) of the insured property, excluding land, foundations, excavations and other items that are usually excluded from such insurance coverage. Deductibles for coverage of the Common Area shall be in amounts determined from time to time by the Board of Directors and in accordance with applicable law.

(c) The property insurance policy must provide that the insurance carrier shall notify the Association and each Mortgagee named in the Mortgagee clause in writing at least thirty (30) days before it cancels or substantially changes the Association's coverage. In addition, each Eligible Mortgagee shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Common Area.

(d) All policies of property insurance must contain or have attached the standard Mortgagee clause commonly accepted by Institutional Mortgagees in the area in which the mortgaged premises are located. The following endorsements are also required: (i) a Construction Code Endorsement if any Common Area is subject to a construction code provision that would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril, and (ii) a Steam Boiler

and Machinery Coverage Endorsement if any structure within the Common Area has central heating or cooling, which shall provide for coverage per accident per location to be at least equal to the lesser of Two Million Dollars (\$2,000,000) or the insurable value of the structure(s) housing the boiler or machinery.

(e) If any Common Area is located in a Special Flood Hazard Area designated as A, AE, AH, AO, A1-30, A-99, V, VE, or V1-30 on a Flood Insurance Rate Map, the Association must maintain a “master” or “blanket” policy of flood insurance on such Common Area. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program.

(f) The Board of Directors shall cause to be maintained commercial general liability insurance covering all of the Common Area and any other areas that are under the Association’s supervision. The policy shall provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Common Area. Such insurance policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000), annual aggregate, combined single limit, for bodily injury and property damage. Such limits may be increased by the Board of Directors from time to time as economic conditions warrant and to conform to limits then customarily maintained in similar projects. The liability policies must provide that the insurance carrier shall notify the Association in writing at least thirty (30) days before it cancels or substantially modifies the Association’s coverage.

(g) The Board of Directors shall obtain an umbrella liability insurance policy in an amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(h) The Board of Directors shall obtain fidelity insurance as required under Section 10.2 below and Directors and officers insurance as required under Section 10.3 below.

(i) The Board of Directors shall obtain workmen’s compensation insurance for employees of the Association to the extent necessary to comply with any applicable law.

(j) The Board of Directors may also obtain such other policies of insurance as it deems appropriate.

Section 10.2 Fidelity Coverage. The Association shall maintain fidelity insurance (which may include a fidelity bond) as required by this Section 10.2.

(a) Fidelity insurance shall provide for the indemnification of the Association against loss resulting from acts or omissions arising from fraud, dishonesty, or criminal acts by (i) any officer, Director, management agent, or other agent or employee charged with the operation or maintenance of the Association who controls or disburses funds, and (ii) any management

company employing a management agent or other employee charged with the operation or maintenance of the Association who controls or disburses funds.

(b) The amount of the fidelity insurance shall equal at least the lesser of (i) three (3) months' worth of gross Annual Assessments and the total amount held in all investment accounts of the Association at the time the fidelity insurance is issued, or (ii) Three Million Dollars (\$3,000,000).

(c) Fidelity insurance policies shall contain waivers by the insurers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

(d) A copy of the fidelity insurance policy or fidelity bond shall be included in the books and records kept and made available by or on behalf of the Association.

Section 10.3 Directors and Officers Insurance.

(a) The Association shall maintain liability insurance for Directors and officers of the Association with coverages not less than those provided for in Section 10.3(b) below. The Board of Directors shall require that all officers, Directors and employees of the Association regularly handling or otherwise responsible for the funds of the Association shall be covered by adequate fidelity insurance or equivalent coverage against acts of dishonesty, with coverage as set forth in Section 10.2 above. The premiums on such Directors and officers and fidelity insurance shall be paid by the Association.

(b) The Association shall maintain insurance covering liability incurred as a result of the acts or omissions (sometimes called errors and omission insurance) of the Association's Directors, officers and agents in providing services or performing duties on behalf of the Association. Such insurance shall have minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, or such other amounts as may be determined from time to time by the Board of Directors in its reasonable discretion. Further, the deductible amount for such insurance coverage (i) shall not be greater than Ten Thousand Dollars (\$10,000) per occurrence, or (ii) if there is coinsurance, a rate of coinsurance not greater than twenty percent (20%).

(c) To the extent reasonably available, Directors and officers liability insurance shall include a "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for Directors and officers of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such Director or officer shall have been made a party by reason of his or her services as such.

Section 10.4 Limitations and Requirements. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All insurance policies shall be written or reinsured with a company or companies licensed to do business in the State of Florida which has a current rating by the Best's Key Rating Guide of A- or better (or its equivalent).

(b) At the Declarant's option, any insurance coverage for the Association may be provided under a blanket policy of the Declarant or its affiliates.

(c) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, or its authorized representative.

(d) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of the Lots or their Mortgagees and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(e) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the officers of the Association, the Owners, the Declarant, and their respective agents, employees or tenants, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

(g) Insurance policies obtained by or on behalf of the Association shall name the Association as an insured and, to the extent reasonably feasible, shall name the Declarant as an additional insured.

Section 10.5 Adjustments to Insurance Coverage. Notwithstanding any provision of this Article 10 or other provisions of this Declaration or other Governing Documents, subject to the requirements of the Act, the insurance requirements and provisions of this Article 10 or otherwise in the Governing Documents may be changed or modified from time to time by the Board of Directors in consultation with insurance professionals to reflect changes in insurance terminology, changes in customary insurance coverage for similar properties, because certain requirements or coverages are not feasible, obtainable, or are prohibitively expensive, or such other reasons as may be determined by the Board of Directors to be in the best interests of the Association.

Section 10.6 Repair and Reconstruction of Common Area After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Common Area covered by insurance payable to the Association as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration thereof, and shall have the right and obligation to disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. All damage or destruction to any portion of the Common Area shall be repaired or replaced. Promptly after a casualty causing damage or destruction of any portion of the Common Area for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board of Directors shall obtain reliable and detailed estimates of the cost to restore the damaged portions of the Common Area to as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board of Directors may desire.

Section 10.7 Insurance by Owners.

(a) Each Owner of a Lot other than a Builder shall maintain: (1) property insurance on its Lot insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, wind and hail, and flood (if flood insurance is required); and the total amount of such insurance after application of any deductibles shall be not less than one hundred percent (100%) of the cost of repairing, replacing, restoring or reconstructing all loss, damage or destruction to the applicable portion of the Property (including the deductible under any applicable insurance policies) or any part thereof, including all costs of adjusting the loss; inspections, investigations and reports as to the damage; permit and inspection fees, architectural and engineering fees; fees of the Association's Representative; demolition, removal and disposal fees; costs of securing and protecting the portions of the Property to be restored; accounting fees and costs; and attorneys' fees and costs; construction costs, and the Association's fees and costs for reviewing the plans for the restoration and holding and disbursing the insurance proceeds and other funds. of the insured property at the time the insurance is purchased and at each renewal date; (2) liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Lot; and (3) insurance insuring personal property, additional living expense, and any other coverage obtainable to the extent and in the amount such Owner deems necessary to protect his own interest.

(b) If the insurance described in Subsection 10.7(a) is not reasonably available, the Owner promptly shall cause notice of that fact to be hand-delivered or sent by United States certified mail, return receipt requested, to the Association.

(c) Insurance policies carried pursuant to Subsection 10.7(a) shall provide that: (1) the Association is an additional insured under the policy to the extent of the Association's insurable interest; (2) the insurer waives its right to subrogation under the policy against the Association; (3) no act or omission by the Association, unless acting within the scope of the Association's authority on behalf of the Owner, will preclude recovery under the policy; and (4) if, at the time of a loss under the policy, there is other insurance in the name of the Association covering the same risk covered by the policy, the Owner's policy provides primary insurance.

An insurer that has issued an insurance policy under this section shall, upon written request, issue a certificate or memoranda of insurance to the Association, and any such policy shall provide the issuing insurer may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association.

Section 10.8 Restoration by Owners. Any improvement on a Lot for which insurance is required under Subsection 10.7(a) which is damaged or destroyed shall be restored promptly by the Owner of such Lot unless: (1) restoration would be illegal under any State or local health or safety statute or ordinance; or (2) the Owners of all Lots so damaged or destroyed decide not to Restore by an eighty percent (80%) vote. The Owner of a Lot shall be responsible for the cost of restoration of any Improvement on such Lot in excess of insurance proceeds received by such Owner. If an Owner fails to insure as required pursuant to the provisions of Section 10.7(a) and such insurance would have covered a loss had such insurance been purchased and obtained, the

Association may undertake the restoration of any Improvement on the Lot and assess the Owner the cost of all such repairs as an Individual Assessment.

ARTICLE 11

MANAGEMENT

Section 11.1 Management Agent. The Board of Directors may employ for the Association a professional management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing, including, but not limited to, the following:

- (a) to establish and provide for the collection of the Assessments provided for in this Declaration, with the approval of the Board of Directors, and to provide for the enforcement of liens for Assessments in a manner consistent with the law and the provisions of this Declaration; and
- (b) to provide for the care, upkeep, and maintenance of the Common Area; and
- (c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Area; and
- (d) to promulgate (with the approval of the Board of Directors) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Area; and
- (e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

ARTICLE 12

DISPUTE RESOLUTION

Section 12.1 Claim Notice; Inspection. Every claim against the Declarant (including any of the Declarant's employees, agents or contractors) by the Association or any Owner(s) (each of the foregoing a "**Claimant**") regarding the design, construction, or warranty of the Common Area that is not otherwise resolved by informal means shall be resolved pursuant to the requirements of this Article 12.

- (a) The Claimant shall mail or otherwise deliver written notice to the Declarant specifying the defect or defects that are the subject of its claim, including specific identification of all portions of the Common Area that have manifested damage or otherwise indicate existence of a defect (the "**Claim Notice**").
- (b) The Declarant may make a written request to the Claimant to inspect the property identified in the Claim Notice (the "**Inspection Request**"). Within ten (10) days after receipt of the Inspection Request, the Association shall make available for inspection the property identified in the Claim Notice during normal working hours or other mutually agreed upon times. If the Claimant has engaged the services of a professional to prepare the contents of the Claim

Notice, then the Claimant shall make the professional available to meet with and/or accompany the Declarant in inspecting the items in the Claim Notice.

(c) Such inspection shall be completed within forty-five (45) days after the date the subject property is first made available to the Declarant by the Association for inspection pursuant to Section 12.1(b). The Association shall continue to make the property available to the Declarant for inspection throughout the forty-five (45) day period. However, if such inspection is not reasonably capable of being completed within such forty-five (45) day period but the Declarant commences good faith efforts to commence such inspection within such forty-five (45) day period and thereafter diligently prosecutes such efforts to completion, such forty-five (45) day period shall be extended for the period of time reasonably necessary for the Declarant to commence and complete such inspection. The Declarant shall pay the costs of such inspection and shall restore the subject property to the condition that existed immediately before such inspection, if practicable, within a commercially reasonable period of time.

Section 12.2 Settlement Statement and Conference; Declarant's Right to Repair.

(a) The Declarant shall submit a written statement to the Claimant stating the Declarant's position regarding the items in the Claim Notice as well as a proposed settlement of the claim or claims identified in the Claim Notice and stating whether the Declarant proposes to do any repair work, pay the Association a cash amount, or both (the **"Settlement Statement"**). The Declarant shall have the right, in its sole discretion, to repair any items listed in the Claim Notice provided that such repair is undertaken and completed within a reasonable period of time and is performed within acceptable industry standards in effect when the building or other improvement was constructed. The Claimant shall provide the Declarant with all necessary access to the Common Area to perform such repairs.

(b) Within thirty (30) days after receipt of the Settlement Statement or other mutually agreed upon time, the Claimant shall hold a settlement conference with the Declarant to discuss the claim or claims identified in the Claim Notice and the proposed settlement stated in the Settlement Statement (the **"Settlement Conference"**). The Association shall be represented by at least a majority of the members of the Board of Directors at the Settlement Conference. The Claimant and the Declarant may be represented by attorneys and consultants at the Settlement Conference and any mutually agreed upon continuation thereof.

(c) If a settlement of the claim or claims identified in the Claim Notice is not reached within thirty (30) days after the Settlement Conference, or at any mutually agreed upon continuation thereof, the Claimant or Declarant may deliver to the other party, within thirty (30) days after the Settlement Conference, or any mutually agreed upon continuation thereof, a written request for nonbinding mediation. Either party to any such nonbinding mediation may elect to terminate such nonbinding mediation at any time, but not before the mediation has lasted at least three (3) hours, upon that party's determination that the nonbinding mediation has been unable to resolve the dispute, by giving written notice to the other party of such determination.

(d) Any notice, request, statement, or other communication required to be sent to the Declarant or the Claimant under this Article shall be mailed by first-class registered or certified mail, return receipt requested, sent by facsimile (provided the original is sent to the

addressee on the same day by one of the other methods of delivery set forth in this Section), or personally served on the party entitled to receive such notice, request, statement or other communication.

Section 12.3 Commencement of Action by the Association; Notice to Owners. The affirmative vote of: no less the lesser of (a) than two-thirds (2/3), or the maximum percentage allowed by the Act; of all votes entitled to be cast by the Owners shall be required in order for the Association to commence a legal action, administrative proceeding, assert a claim against or sue the Declarant or a Builder. Before the Association may bring an action for damages based on any claim or claims identified in a Claim Notice, the Association shall make reasonable efforts to disseminate to each Owner the following before a vote of the Owners:

- (a) A statement of the claim of the Association against the Declarant;
 - (b) A copy of the written response of the Declarant to the claim of the Association, including any proposed settlement delivered by the Declarant to the Association;
 - (c) Summary information about the Settlement Conference and the mediation;
- and
- (d) A statement of the reasonably anticipated consequences of proceeding with litigation, including the estimated costs of pursuing litigation (the form and content of such statement to be subject to the reasonable judgment of the Board of Directors).

Section 12.4 Compliance. The Declarant and any Claimant may assert a substantial failure by the other to substantially comply with a material requirement of this Article 12 as a procedural deficiency in any action or proceeding, at law or in equity, involving the Declarant and such Claimant. If the court before which such action or proceeding is pending shall find that the Declarant or a Claimant has failed to substantially comply with a material requirement of this Article 12 and that the rights of a party have been substantially impaired, the parties shall be deemed to have consented to a stay in such action or proceeding, not to exceed ninety (90) days, during which the Declarant and the Claimant shall, in good faith, establish compliance with such material requirement.

Section 12.5 Amendment. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, no amendment to this Article 12 shall be made without the prior written consent of the Declarant, which consent shall be recorded among the Land Records, provided, however, that the Claimant and the Declarant may mutually agree, in writing, to modify or excuse any of the conditions or time periods set forth in this Article 12.

ARTICLE 13

PARTY FENCES AND SHARED IMPROVEMENTS

The rights and obligations of the Owners with respect to party fences and similar shared improvements constructed as part of the original construction within the Community shall be governed by the following:

Section 13.1 General Rules of Law to Apply. Each improvement which is placed on the dividing line between separate dwellings shall constitute a "Shared Improvement". With respect to such Shared Improvement, each of the adjoining Owners shall assume the burdens of and be subject to an easement for that portion of the Shared Improvement on such Owner's Lot, and shall be entitled to the benefits of this Article 13. To the extent not inconsistent herewith, the general rules of law regarding liability for property damage due to negligence or willful acts or omissions, shall apply to Shared Improvements and their adjoining Owners.

Section 13.2 Repairs of Damage Caused by One Owner and/or Resident. If any such Shared Improvement is damaged or destroyed through the act of one adjoining Owner and/or resident, so as to deprive the other adjoining Owner and/or resident of the full use and enjoyment of such Shared Improvement, then the Owner and/or resident responsible for such damage shall proceed forthwith to rebuild or repair such Shared Improvement to its original condition or the condition which existed immediately prior to the damage, without cost to the adjoining Owner and/or resident.

Section 13.3 Changes to Shared Improvements. In addition to meeting the other requirements of this Declaration, and of any building code, zoning ordinance or similar governmental regulations or ordinances, any Owner proposing to modify, make additions to or rebuild a dwelling in any manner which requires the extension or other alteration of any Shared Improvement, shall first obtain the written consent of the adjoining Owner. Such consent shall not be unreasonably withheld, delayed or denied.

Section 13.4 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 13.5 Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a Shared Improvement or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter may be submitted to its Board of Directors or Covenants Committee who may (but shall not be required to) decide the dispute, and the decision of such Board of Directors or Covenants Committee shall be final and conclusive upon the parties.

ARTICLE 14

GENERAL PROVISIONS

Section 14.1 Common Area Responsibilities. The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and any property, real or personal, for which the Association is delegated the responsibility pursuant to the Governing Documents, or any easement or lease agreement, and all improvements thereon (including, without limitation, furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Common Area and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration. The Association shall accept title to any real estate or personal property offered to the Association by the Declarant.

Section 14.2 *Personal Property and Real Property for Common Use.* The Association may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Board of Directors, acting on behalf of the Association, will accept any real or personal property, leasehold, or other property interests within the Development conveyed to it by the Declarant.

Section 14.3 *Implied Rights.* The Association may exercise any right or privilege granted to the Association expressly by this Declaration, the Articles of Incorporation, the Bylaws, or any lease, easement or other agreement or document affecting the Association, as well as every other right or privilege reasonably to be implied from the existence of any right or privilege granted to the Association in this Declaration or reasonably necessary to effectuate any such right or privilege.

Section 14.4 *Security and Safety; Limitation of Liability.*

(a) Neither the Association, the Declarant, any affiliate of the Declarant, nor any of their respective successors or assigns, shall in any way be considered insurers or guarantors of security within the Development, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or any ineffectiveness of security measures undertaken. No representation or warranty is made or implied that any fire protection system, burglar alarm system or other surveillance system or measures, including, without limitation, any mechanism or system for limiting access to the Development, cannot be compromised 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 or security measures were designed or intended. Nothing in this Section shall be deemed in any way to obligate the Association, the Declarant, any affiliate of Declarant, nor any of their respective successors or assigns, to provide for or insure the general safety of any persons or property within any portion of the Development or to provide any fire protection system, burglar alarm system or other surveillance system, security access system, or similar measures with respect to any portion of the Development.

(b) Each Owner acknowledges, understands and covenants to inform its lessees, and all employees, occupants, guests, agents, and invitees of its Lot that the Association, the Declarant, any affiliate of the Declarant, and their respective successors and assigns, are not insurers and that each person using or present within the Development assumes all risks of personal injury and loss or damage to property, by theft or otherwise, including loss or damage to Lots or personal property, whether such personal property is maintained within a Lot or the Common Area.

(c) The Association shall not be liable for any failure of any services to be obtained or provided by the Association or paid for by Assessments, or for injury or damage to person or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Area, or from any pipe, drain, conduit or the like. No diminution or abatement of Assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Area, or from any action taken by the Association. No provision of this Declaration shall relieve the Declarant of its contractual obligations.

Section 14.5 Enforcement. The Governing Documents shall apply to all Owners, residents, agents, guests, lessees, and invitees of any Lot, and their respective representatives, employees, agents, and contractors. The Declarant, the Association, and any Owner shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of the Governing Documents and any rule or regulation promulgated by the Association pursuant to its authority as provided in the Governing Documents. Failure by the Declarant, the Association, or any Owner to enforce any covenant or restriction of the Governing Documents or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any provision of the Governing Documents or rules and regulations of the Association cannot be adequately remedied exclusively by action at law or by recovery of damages. If the Association or any Owner successfully brings an action to extinguish a violation or otherwise enforce the provisions of the Governing Documents or rules and regulations of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be collectible in the same manner as any other Assessment under the Governing Documents (including, without limitation, interest for delinquent payment of such amounts, collection costs, late fees and reasonable attorneys' fees).

Section 14.6 Self-Help.

(a) If any Owner (a **"Defaulting Owner"**) fails to perform any of its obligations under this Declaration or the other Governing Documents, the Association shall have the right, but not the obligation, to cure such default in accordance with this Section. If the Association elects to pursue such self-help remedy, the Association shall give the Defaulting Owner and any Eligible Mortgagee of the Defaulting Owner written notice advising of the specific items that need to be remedied (the **"Initial Notice"**). If the Defaulting Owner fails to remedy such item(s) within ten (10) days after delivery of the Initial Notice (or fails to promptly commence and diligently pursue any of such item(s) that cannot reasonably be completed within such ten (10)-day period), then the Association may give further written notice to the Defaulting Owner and any Eligible Mortgagee of the Defaulting Owner of the Association's intention to take over and perform such item(s) itself (**"Cure Notice"**). If the Defaulting Owner fails to commence to remedy such item(s) within five (5) days after delivery of the Cure Notice or if, following such commencement, the Defaulting Owner fails diligently to prosecute the work, the Association may perform or cause to be performed such item(s) and the Association and its designees shall have all easements necessary to perform such work, and such actions shall not be deemed a trespass. If the Association is entitled to perform and does perform any such item(s) pursuant to this Section, the Defaulting Owner shall reimburse the Association for the direct and reasonable out-of-pocket costs incurred by the Association to perform the work, plus twenty percent (20%) of such costs as an administrative fee. Reimbursements under this Section shall be due and payable by the Defaulting Owner within fifteen (15) days after written request by the Association, accompanied by written evidence of the reimbursable costs. Any reimbursable costs payable pursuant to this Section shall be collectible to the same extent as any other Assessment under this Declaration (including, without limitation, interest for delinquent payment of such reimbursable costs, collection costs, late fees and reasonable attorneys' fees) and shall not be deemed a Special Assessment.

(b) Notwithstanding the provisions of subsection 14.6(a), if the Association in good faith deems that an emergency exists which requires the prompt cure of a default, the Association shall only be required to give such prior notice as is reasonable under the circumstances, which notice need not be written if written notice is not feasible under the circumstances.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided in this Declaration.

Section 14.7 Fines. To the fullest extent permitted by the Act and in addition to the means for enforcement provided elsewhere in this Declaration, the Association shall have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth in this Section 14.7, and such fines shall be collectible in the same manner as any other Assessment, subject to applicable law. For purposes of this Section, an Owner is responsible for all acts of such Owner's guests, relatives, lessees or invitees.

(a) The Board of Directors shall be charged with determining whether there is probable cause that any of the provisions of the Governing Documents regarding the use of the Lots, Common Area or other Association property are being or have been violated. In the event that the Board of Directors determines an instance of such probable cause, the Board shall provide written notice to the person alleged to be in violation, and the Owner of the Lot which that person occupies or is visiting if such person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within fourteen (14) days of the sending of such notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense subject to a separate fine not to exceed a reasonable amount established by the Board for each offense. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within fourteen (14) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Association with regard to such violation.

(b) If a hearing is timely requested, the Board of Directors shall hold the same and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner, the Board of Directors may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided in this Declaration.

(d) A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other Assessment, subject to applicable law. Nothing in this Declaration shall be construed to interfere with any right that an Owner may have to obtain payment of the amount of any fine(s) assessed against his or her Lot from a violator occupying or visiting such Lot.

(e) Nothing in this Declaration shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of the Governing Documents, including, but not limited to, legal action for damages or injunctive relief.

(f) The Board of Directors may delegate its rights and responsibilities under this Section 13.7 to a covenants committee or similar committee of the Association established by the Board of Directors or to the management agent for the Association.

Section 14.8 Rules and Regulations. There shall be no violation of any rules or regulations for the use of the Common Area or other rules and regulations for the Development that are consistent with the provisions of this Declaration, including, without limitation, such rules and regulations that from time to time may be adopted by the Board of Directors and provided to the Owners. The Board of Directors is hereby and elsewhere in this Declaration and the Bylaws authorized to adopt such rules and regulations. During the Declarant Control Period, no rules or regulations of the Association shall be binding upon Declarant or its designees without the express written consent of the Declarant.

Section 14.9 Severability. Invalidity of any one of the covenants, conditions, restrictions, or other provisions of this Declaration by judgment or court order shall in no way affect any other provisions of this Declaration, which shall remain in full force and effect.

Section 14.10 Duration and Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. Except as otherwise provided in this Declaration, the Owners holding seventy-five percent (75%) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Declarant owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Any amendment to this Declaration must be recorded in the Land Records.

Section 14.11 Changes and Modifications by the Declarant.

(a) Notwithstanding Section 14.10 above but subject to Section 14.14 below, the Declarant shall have the right, during the Declarant Control Period, without the consent of any Owner or any other party, to modify, amend or change any of the provisions of this Declaration or other Governing Documents as the Declarant may reasonably deem necessary or desirable (i) to correct errors or omissions herein; (ii) to bring any provision of this Declaration into compliance with any applicable governmental statute, rule, regulation, or judicial determination which is in

conflict therewith; (iii) in response to changes in the Development Plans; (iv) to enable any reputable title insurance company to issue title insurance coverage with respect to any portion of the Development; (v) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans to make, purchase, insure or guarantee such mortgage loans; (vi) to satisfy the requirements of any governmental or quasi-governmental agency or public or private utility company; (vii) to confirm or establish easements and other rights pursuant to Article 7 or otherwise in this Declaration, (viii) to record such other instruments contemplated under the rights and responsibilities reserved to the Declarant in this Declaration, and (ix) to consolidate amendments to this Declaration or any other Governing Document into a single amended and restated instrument. The Declarant also has the right, without the consent of any Owner or any other party, to record instruments of annexation and deannexation pursuant to Article 2 of this Declaration, and to assign any of the Declarant's rights pursuant to Section 14.16 below.

(b) Notwithstanding Section 14.10 above but subject to Section 14.14 below, the Declarant shall have the right, during the Declarant Control Period, without the consent of any Owner or any other party, to enter into any and all zoning approvals, preliminary plans, site plans, plats, public works agreements, dedication deeds and agreements, development agreements, applications, permits, easements, licenses, and amendments to any of the foregoing, and any other instruments as the Declarant may from time to time be deemed necessary or desirable by the Declarant in connection with the development of the Development.

(c) Notwithstanding any provision of the Governing Documents but subject to Section 14.14 below, there is hereby reserved unto the Declarant an irrevocable power of attorney, coupled with an interest, for the purpose of executing, acknowledging and delivering on behalf of all Owners, contract purchasers of any portion of the Development (including, without limitation, contract purchasers of Lots), Mortgagees, other lienholders, and any other parties having any legal or equitable interest in any portion of the Development (collectively "**Interested Parties**" and individually an "**Interested Party**"), any and all instruments contemplated in Sections 14.11(a) and (b) above. Each Interested Party shall be deemed to have consented to all such instruments and shall be deemed to have granted unto the Declarant an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such instruments. Further, each Interested Party shall be deemed to have agreed and covenanted to execute such further assurances and instruments, if any, as may be required by the Declarant and its successors or assigns, to properly accomplish such purposes. The power of attorney provided for in this Section is expressly declared and acknowledged to be coupled with an interest and the same shall run with the title to all Lots and shall be binding upon the heirs, personal representatives, successors, transferees and assigns of all Interested Parties. Further, such power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to the power of attorney.

Section 14.12 Casualty Losses. In the event of substantial damage or destruction to any of the Common Area, the Board of Directors shall give prompt written notice of such damage or destruction to the Eligible Mortgagees who hold First Mortgages of record on affected Lots. No provision of the Governing Documents shall entitle any Owner to any priority over the holder of any First Mortgage of record on such Owner's Lot with respect to the distribution to such Owner of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Area.

Section 14.13 *Condemnation or Eminent Domain.* In the event any part of the Common Area is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgagees who hold First Mortgages of record on affected Lots. No provision of the Governing Documents shall entitle any Owner to any priority over the holder of any First Mortgage of record on such Owner's Lot with respect to the distribution to such Owner of the proceeds of any condemnation or settlement relating to a taking of any of the Common Area.

Section 14.14 *Notice to Eligible Mortgagees; Deemed Consent.*

(a) The Association shall give prompt written notice to each Eligible Mortgagee, at the address provided by such Mortgagee and on file with the Association, of the following actions (and each Owner hereby consents to, and authorizes such notice):

(i) Any condemnation loss or any casualty loss which affects a material portion of the Common Area.

(ii) Any delinquency in the payment of Assessments or other charges of the Association with respect to a Lot subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgagee which remains uncured for a period of sixty (60) days.

(iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association.

(iv) Any other matter with respect to which Eligible Mortgagees are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters in Section 14.14(a) above, the Eligible Mortgagee must send a written request to the Association, stating both its name and address and the Lot designation or address of the Lot on which it has (or insures or guarantees) a First Mortgage.

(c) Any Eligible Mortgagee that is notified of any matter for which it is entitled to notice under this Section 14.14 (such notice to be delivered by certified or registered mail, return receipt requested), and that fails to respond within thirty (30) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgagee was provided notice. In addition, to the extent the Association seeks the consent of any other Mortgagee for any matter, notice of such matter shall be delivered by certified or registered mail, return receipt requested to such Mortgagee and if such Mortgagee fails to respond within thirty (30) days of receipt of such notice, such Mortgagee shall be deemed to have consented, if applicable, to the matter of which the Mortgagee was provided notice.

Section 14.15 *Taxes and Assessments.* It is the intent of this Declaration that inasmuch as the interests of each Owner to use and enjoy the Common Area (and any other property to which such Owner may have a right of use and enjoyment) are interests in real property appurtenant to the Lots, the value of the interest of each Owner in the Common Area (or other property) shall be included in the assessment for each such Lot. As a result, it is intended that any tax assessment

directly against the Common Area or other property for which the Association is responsible for the payment of real estate taxes shall be of a nominal nature reflecting that the full value of the same should be included in the several tax assessments of the various Lots.

Section 14.16 Successors of Declarant. Any and all obligations, rights, reservations, easements, interests, exemptions, privileges and powers of the Declarant under this Declaration, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by the Declarant by an instrument, in writing, with or without notice to the Association.

Section 14.17 No Dedication to Public Use. Nothing in this Declaration shall be construed as (i) a dedication of any portion of the Development to the general public or for any public use, or (ii) an acceptance for maintenance of any Common Area by any public or municipal agency, authority, or utility, and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any of the Common Area.

Section 14.18 Declarant Reserved Rights; Declarant Consent. No amendment to the Governing Documents may remove, revoke, or modify any right, reservation or privilege of the Declarant without the prior written consent of the Declarant or any successors or assignees of the Declarant pursuant to Section 14.16. Whenever the consent or approval of the Declarant is required under the Governing Documents, such consent or approval may be given or withheld in the sole discretion of the Declarant and any affirmative consent or approval shall be in writing.

Section 14.19 Declarant Development. As long as the Declarant or any of its affiliates has an interest in the Development, the Association may not use its financial resources, directly or indirectly, to defray the costs of opposing any development activities reasonably consistent with the general intention of the Development Plans. Nothing in this Section shall be construed to limit the rights of Owners to act as individuals or in affiliation with other Owners or other groups.

Section 14.20 Conveyance of Common Area by the Declarant. The Declarant or its affiliates may convey unimproved or improved land to the Association to be held as Common Area and may construct improvements on any Common Area. Any Common Area conveyed shall be conveyed by special warranty deed. The consent of the Association shall not be required for such conveyance or construction. The Declarant or its affiliates shall have the right to permit the Association and its Owners to enjoy and utilize property that has not been conveyed to the Association but which is intended to become Common Area. The Association shall have the right and obligation to maintain such property and levy Assessments for maintenance costs, notwithstanding that such property has not yet been conveyed to the Association.

Section 14.21 Declarant's Financing Encumbrances. Any portion of the Development owned by the Declarant may be subject to any mortgage, deed of trust, or other security instrument (including any modification, extension, renewal, or consolidation of the same) now or hereafter made in connection with the acquisition, construction, or development of the Development or for any other purpose as determined by the Declarant in its sole discretion.

Section 14.22 Estoppel Certificates. The Association shall, upon request by any Owner or Mortgagee, issue such Owner or Mortgagee a written estoppel certificate signed by an officer of the Association stating that, to the best of such officer's knowledge, either (i) the Owner is in

compliance with the Governing Documents, or (ii) that the executing officer has reason to believe that the Owner is in default or otherwise not in compliance with the Governing Documents and the basis for such belief. Any estoppel certificate may also contain such additional provisions that the Board of Directors agrees to in its reasonable judgment. A properly executed estoppel certificate issued pursuant to this Section 14.22 shall be binding on the Association as of the date of issuance. The Association may charge a reasonable fee for the issuance of each such estoppel certificate.

Section 14.23 Notices. Unless expressly provided otherwise, all notices, requests, demands or other communications under this Declaration or the other Governing Documents shall be in writing and deemed given (i) when delivered personally, with signed receipt of delivery, (ii) the business day after it is deposited with a recognized overnight courier service which requires signed receipt of delivery, (iii) when sent by facsimile with evidence of transmission and receipt, provided the original is sent on the same day by one of the other methods set forth in this Section, or (iv) when delivered or deemed delivered by such other method as may be approved by the Board of Directors from time to time by notice to all Owners and consistent with all applicable laws. However, all notices of a change of address shall be deemed to have been given when received.

(a) All notices to the Declarant shall be sent to Terra Pines-South, LLC, 506 Main Street, Suite 300, Gaithersburg, Maryland 20878, or to such other address as the Declarant may provide to the Association from time to time.

(b) All notices to the Association and/or the Board of Directors shall be sent c/o the management agent for the Association, with a copy to the Declarant during the Declarant Control Period.

(c) All notices to an Owner shall be sent to the Lot address for such Owner or such other address as the Owner may provide to the Association.

(d) All notices to Eligible Mortgagees shall be sent to the address provided to the Association in accordance with Section 14.14 above.

Section 14.24 Non-Merger. Notwithstanding that all or any portion of the Development may now or in the future be owned by the same person or entity, the easements and rights granted under this Declaration shall not be deemed extinguished by merger.

Section 14.25 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF CERTAIN PERMITS ISSUED BY THE ACOE AND THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION AND THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, THE SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT, SHALL BY ACCEPTANCE OF TITLE TO THE LOT BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO THE OWNER'S LOT AND SHALL AGREE TO MAINTAIN THE JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION IS CITED THEREFOR, THE OWNER AGREES TO INDEMNIFY, DEFEND AND HOLD THE DECLARANT, THE ASSOCIATION AND/OR THE MASTER ASSOCIATION HARMLESS FROM ALL CLAIMS, LIABILITIES AND COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COSTS AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR THE ACOE, AS APPLICABLE.

Section 14.26 Amendments Altering Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to any permit issued by the ACOE must have prior written approval of ACOE.

Section 14.27 Disclaimers as to Water Bodies. NEITHER THE DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (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 ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY 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.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS 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.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

Section 14.28 Conflict. In the event of any conflict or inconsistency between this Declaration and/or the Articles of Incorporation or the Bylaws, the provisions of this Declaration shall control.

Section 14.29 Exhibits. All Exhibits attached to this Declaration are made a part of this Declaration and are incorporated into this Declaration by reference.

Section 14.30 Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural, and vice versa.

IN WITNESS WHEREOF, the undersigned Declarant has executed this instrument this 15th day of August, 2022.

Witnesses:

[Signature]
Name: Susan Hood

Elaine Haraway
Name: Elaine Haraway

TERRA PINES-SOUTH, LLC, a Maryland limited liability company

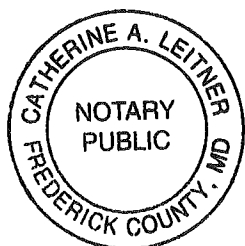
By: [Signature]
Name: Michael J. Natelli
Title: General Manager

STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15th day of August, 2022 by Michael J. Natelli, the General Manager, of TERRA PINES-SOUTH, LLC, a Maryland limited liability company, on behalf of the company. Such person did not take an oath and: *(notary must check applicable box)*

☒ is personally known to me.
☐ produced a current _____ driver's license as identification.

{Notary Seal must be affixed}



[Signature]
Signature of Notary

Catherine A. Leitner
Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): 11-19-2025

The undersigned lien holder does hereby consent to the aforesaid Declaration of Covenants, Conditions and Restrictions for the herein described real property and does hereby further agree that the lien created by that certain Mortgage and Security Agreement dated June 29, 2021, and recorded in Official Records Book 5307, Page 211, Public Records of St. Johns County, Florida, is subject and subordinate to such Declaration of Covenants, Conditions and Restrictions.

Witnesses:

Samuel R. Crusen
Name: SAMUEL R. CRUSEN

Rene Dostie
Name: Rene Dostie

MORTGAGEE:

CRD TERRA PINES, LLC, a Florida limited liability company

By: Richard R. Dostie
Name: RICHARD R. DOSTIE
Title: MGPM

STATE OF Florida
COUNTY OF Duval

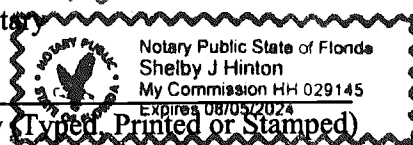
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 22nd day of AUGUST, 2022 by Richard R. Dostie, the MGPM, of CRD TERRA PINES, LLC, a Florida limited liability company, on behalf of the company. Such person did not take an oath and: *(notary must check applicable box)*

- ☒ is personally known to me.
☐ produced a current _____ driver's license as identification.

{Notary Seal must be affixed}

Shinton

Signature of Notary



Name of Notary (Typed, Printed or Stamped)

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): 8-5-24

EXHIBIT A

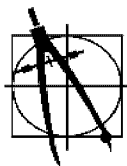
Property

The lands shown and described on the plat of Terra Pines South Phase One-A recorded in Map Book 116, Pages 45-51 (inclusive) of the public records of St. Johns County, Florida.

EXHIBIT A-1

Property and Future Development Phases

[Attached Behind. Additional land to be added by Supplemental Declaration upon recordation of subdivision plats]



Bartram Trail Surveying, Inc.

1501 County Road 315, Suite 106
Green Cove Springs, FL 32043
Bartramtrail@bartramtrail.net

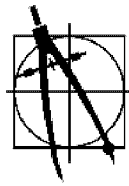
Office 904-284-2224
Fax 904-284-2258

Terra Pines Overall Boundary:

A tract of land lying within Sections 6, 7 and 18, Township 7 South, Range 29 East, St. Johns County, Florida and being more particularly described as follows:

For a Point of Reference, commence at the Point of Tangency, Station 215+59.49, according to State of Florida, State Road Department, Right-of-way map for State Road No. 208, Section No. 7859-150, on sheet 4, dated 11/15/55 and last revised 05/04/56, St. Johns County, Florida, said point being on the centerline and having a 66 foot right-of-way, according to said right-of-way map; thence S73°56'35"E, along said centerline, for 1518.22 feet; thence S16°03'25"W, leaving said centerline, for 50.00 feet to the point of intersection with the South right-of-way line of said State Road No. 208, according to the plat of Stage Coach Manor, as recorded in Map Book 14, page 89 of the Public Records of St. Johns County, Florida, said point also being the POINT OF BEGINNING of the parcel described herein;

Thence S73°56'35"E, along said South right-of-way line, for 460.00 feet to the point of intersection with the East line of Lot 9, according to said plat of Stage Coach Manor; thence S16°03'25"W, along said East line, for 544.50 feet to the Southeast corner thereof; thence S02°48'09"E, for 138.72 feet to the Northeast corner of that certain property described as Wetland Area "D", as recorded in Official Records Book 3126, page 910 of the Public Records of St. Johns County, Florida; thence along the boundary lines of said certain property, the following one-hundred seventy eight (178) courses; (1) thence N83°14'06"W, for 72.48 feet; (2) thence N83°25'09"W, for 70.71 feet; (3) thence N68°12'05"W, for 43.82 feet to the point of intersection with a curve concave to the Southeast; (4) thence southwesterly along the arc of said curve, having a radius of 370.00 feet, a central angle of 06°49'48", an arc length of 44.11 feet and a chord bearing S30°06'14"W, for 44.08 feet; (5) thence S34°54'20"E, for 23.44 feet; (6) thence S26°13'45"W, for 65.79 feet; (7) thence S30°41'56"W, for 38.53 feet to the point of intersection with a curve concave to the Southeast; (8) thence southwesterly along the arc of said curve, having a radius of 370.00 feet, a central angle of 01°07'05", an arc length of 7.22 feet and a chord bearing S07°57'37"W, for 7.22 feet; (9) thence S15°09'34"E, for 33.41 feet; (10) thence S04°09'41"W, for 37.00 feet; (11) thence S16°36'07"E, for 39.51 feet; (12) thence S34°48'24"W, for 29.40 feet; (13) thence S02°48'09"E, for 1109.68 feet; (14) thence S02°09'04"E, for 730.47 feet to the point of intersection with a curve concave to the Northeast; (15) thence southeasterly along the arc of said curve, having a radius of 270.00 feet, a central angle of 34°41'18", an arc length of 163.47 feet and a chord bearing S19°29'24"E, for 160.98 feet; (16) thence N37°06'42"E, for 49.88 feet; (17) thence N30°23'30"W, for 66.52 feet; (18) thence N11°38'56"E, for 42.20 feet; (19) thence N88°03'24"E, for 35.10 feet; (20) thence S62°21'39"E, for 70.53 feet; (21) thence S15°42'37"E, for 47.11 feet; (22) thence S02°44'20"E, for 50.82 feet; (23) thence S22°35'53"E, for 63.15 feet; (24) thence S34°22'54"W, for 66.51 feet; (25) thence S38°20'52"E, for 51.47 feet; (26) thence S00°26'50"W, for 54.17 feet; (27) thence S15°43'17"E, for 50.59 feet; (28) thence S05°16'11"W, for 66.75 feet; (29) thence S17°29'54"W, for 52.05 feet; (30) thence S36°21'34"W, for 24.48 feet; (31) thence S14°03'19"W, for 48.86 feet; (32) thence S16°30'44"E, for 63.73 feet; (33) thence S03°21'34"E, for 56.87 feet; (34) thence S08°28'54"W, for 63.08 feet; (35) thence S14°48'21"W, for 45.51 feet; (36) thence S34°47'15"E, for 62.42 feet; (37) thence S03°38'16"W, for 92.28 feet; (38) thence S30°15'30"E, for 65.97 feet; (39) thence S16°14'48"W, for 109.55 feet; (40) thence S35°26'21"W, for 49.23 feet; (41) thence N44°11'47"W, for 27.88 feet; (42) thence N33°59'44"E, for 42.92 feet; (43) thence N55°51'46"W, for 70.55 feet; (44) thence S83°26'08"W, for 4.42 feet; (45) thence S08°02'38"E, for 312.50 feet to the point of curvature of a curve concave to the Northeast; (46) thence southeasterly along the arc of said curve, having a radius of 970.00 feet, a central angle of 04°10'14", an arc length of 70.61 feet and a chord bearing S10°07'45"E, for 70.59 feet to the point of tangency; (47) thence S12°12'52"E, for 345.49 feet to the point of curvature of a curve concave to the Southwest; (48) thence southeasterly along the arc of said curve, having a radius of 1030.00 feet, a central angle of 10°51'06", an arc length of 195.08 feet and a chord bearing S06°47'19"E, for 194.79 feet to the point of tangency; (49) thence S01°21'45"E, for 20.74 feet; (50) thence S73°26'01"E, for 22.11 feet; (51) thence N82°20'59"E, for 63.42 feet; (52) thence N18°57'52"E, for 48.66 feet; (53) thence N67°36'29"E, for 72.01 feet; (54) thence S04°32'09"E, for 71.21 feet; (55) thence S12°03'02"E, for 92.76 feet; (56) thence S69°04'06"W, for 76.78 feet; (57) thence S53°40'39"W, for 24.58 feet; (58) thence N84°37'06"E, for 150.91 feet; (59) thence S10°16'45"W, for 129.82 feet; (60) thence S22°47'00"W,

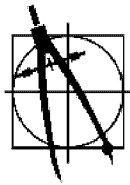


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for 39.78 feet; (61) thence $S18^{\circ}45'55''E$, for 49.98 feet; (62) thence $S60^{\circ}17'08''W$, for 53.66 feet; (63) thence $S24^{\circ}09'01''E$, for 44.35 feet; (64) thence $S05^{\circ}21'10''E$, for 43.35 feet; (65) thence $S38^{\circ}51'46''E$, for 65.88 feet; (66) thence $S26^{\circ}42'51''W$, for 50.04 feet; (67) thence $N59^{\circ}26'24''W$, for 89.90 feet; (68) thence $S06^{\circ}07'56''W$, for 56.27 feet; (69) thence $S22^{\circ}00'24''W$, for 22.45 feet; (70) thence $S73^{\circ}25'53''E$, for 32.77 feet; (71) thence $S52^{\circ}38'13''E$, for 88.09 feet; (72) thence $S35^{\circ}50'34''E$, for 42.14 feet; (73) thence $S07^{\circ}18'42''W$, for 34.86 feet; (74) thence $S82^{\circ}30'26''E$, for 54.09 feet; (75) thence $S04^{\circ}11'14''E$, for 38.17 feet; (76) thence $S24^{\circ}55'12''W$, for 40.03 feet; (77) thence $S07^{\circ}38'58''W$, for 46.28 feet; (78) thence $S48^{\circ}38'40''E$, for 48.09 feet; (79) thence $S18^{\circ}34'58''W$, for 25.58 feet; (80) thence $N83^{\circ}31'00''W$, for 107.74 feet; (81) thence $S70^{\circ}00'46''W$, for 37.73 feet; (82) thence $S60^{\circ}26'28''W$, for 50.21 feet; (83) thence $S05^{\circ}21'57''W$, for 44.67 feet; (84) thence $S71^{\circ}12'31''W$, for 19.64 feet; (85) thence $N80^{\circ}08'52''W$, for 44.61 feet; (86) thence $N31^{\circ}26'11''W$, for 48.68 feet; (87) thence $S67^{\circ}43'29''W$, for 36.36 feet; (88) thence $S03^{\circ}18'28''E$, for 30.56 feet; (89) thence $S78^{\circ}13'55''E$, for 63.38 feet; (90) thence $S71^{\circ}20'21''E$, for 31.35 feet; (91) thence $S18^{\circ}42'49''E$, for 44.14 feet; (92) thence $N88^{\circ}58'02''E$, for 24.07 feet; (93) thence $N29^{\circ}09'41''E$, for 35.19 feet; (94) thence $N84^{\circ}30'45''E$, for 40.25 feet; (95) thence $S47^{\circ}27'17''E$, for 32.37 feet; (96) thence $N26^{\circ}59'32''E$, for 26.47 feet; (97) thence $N40^{\circ}46'41''W$, for 82.69 feet; (98) thence $S78^{\circ}49'15''E$, for 68.05 feet; (99) thence $N51^{\circ}05'27''E$, for 33.18 feet; (100) thence $N65^{\circ}22'29''E$, for 29.77 feet; (101) thence $S26^{\circ}02'18''E$, for 50.95 feet; (102) thence $S11^{\circ}14'23''W$, for 58.06 feet; (103) thence $S76^{\circ}03'17''E$, for 33.38 feet; (104) thence $S30^{\circ}47'16''E$, for 39.40 feet; (105) thence $S04^{\circ}52'03''E$, for 42.26 feet; (106) thence $S11^{\circ}20'25''E$, for 36.07 feet; (107) thence $S26^{\circ}02'34''W$, for 45.23 feet; (108) thence $S02^{\circ}17'23''E$, for 19.77 feet; (109) thence $S10^{\circ}34'34''E$, for 48.39 feet; (110) thence $S17^{\circ}49'28''E$, for 49.33 feet; (111) thence $S49^{\circ}06'21''E$, for 39.77 feet; (112) thence $S57^{\circ}23'33''W$, for 82.26 feet; (113) thence $S01^{\circ}54'30''W$, for 33.61 feet; (114) thence $S44^{\circ}55'48''W$, for 80.17 feet; (115) thence $S20^{\circ}02'32''W$, for 40.43 feet; (116) thence $S31^{\circ}11'01''W$, for 30.75 feet; (117) thence $N85^{\circ}47'04''W$, for 29.23 feet; (118) thence $S00^{\circ}31'37''E$, for 154.38 feet; (119) thence $S68^{\circ}10'42''E$, for 333.80 feet; (120) thence $S05^{\circ}04'18''E$, for 318.52 feet; (121) thence $N84^{\circ}37'06''E$, for 157.39 feet; (122) thence $N27^{\circ}16'14''E$, for 31.90 feet; (123) thence $N34^{\circ}42'56''E$, for 33.37 feet; (124) thence $N04^{\circ}23'42''W$, for 30.18 feet; (125) thence $N35^{\circ}55'27''E$, for 50.33 feet; (126) thence $N02^{\circ}44'15''E$, for 35.28 feet; (127) thence $N53^{\circ}35'35''W$, for 47.13 feet; (128) thence $N00^{\circ}32'29''E$, for 19.55 feet; (129) thence $N08^{\circ}54'14''W$, for 49.14 feet; (130) thence $N31^{\circ}01'49''E$, for 45.85 feet; (131) thence $N07^{\circ}58'38''E$, for 39.17 feet; (132) thence $N35^{\circ}00'39''W$, for 44.83 feet; (133) thence $N42^{\circ}33'45''W$, for 57.79 feet; (134) thence $N77^{\circ}32'19''W$, for 33.32 feet; (135) thence $N14^{\circ}14'41''W$, for 55.53 feet; (136) thence $N24^{\circ}40'00''W$, for 26.73 feet; (137) thence $N04^{\circ}02'52''E$, for 32.92 feet; (138) thence $N12^{\circ}19'35''W$, for 46.54 feet; (139) thence $N19^{\circ}26'05''E$, for 39.96 feet; (140) thence $N05^{\circ}27'23''E$, for 39.13 feet; (141) thence $N15^{\circ}15'17''W$, for 64.70 feet; (142) thence $N25^{\circ}26'56''W$, for 48.99 feet; (143) thence $N23^{\circ}12'34''E$, for 29.31 feet; (144) thence $N52^{\circ}46'36''E$, for 22.33 feet; (145) thence $N26^{\circ}52'21''W$, for 31.47 feet; (146) thence $N41^{\circ}18'59''W$, for 27.29 feet; (147) thence $N11^{\circ}13'20''W$, for 28.32 feet; (148) thence $N55^{\circ}50'33''E$, for 46.67 feet; (149) thence $N64^{\circ}25'41''E$, for 38.87 feet; (150) thence $N62^{\circ}47'02''E$, for 50.38 feet; (151) thence $N38^{\circ}54'35''E$, for 91.55 feet; (152) thence $S83^{\circ}57'42''W$, for 199.42 feet; (153) thence $N05^{\circ}46'47''W$, for 500.04 feet; (154) thence $N83^{\circ}58'22''E$, for 180.55 feet; (155) thence $N10^{\circ}34'15''W$, for 27.42 feet; (156) thence $N77^{\circ}08'17''W$, for 4.74 feet; (157) thence $N65^{\circ}05'06''W$, for 39.57 feet; (158) thence $N83^{\circ}45'38''W$, for 43.94 feet; (159) thence $N63^{\circ}36'18''W$, for 34.19 feet; (160) thence $S82^{\circ}18'37''W$, for 35.32 feet; (161) thence $N06^{\circ}07'53''E$, for 47.30 feet; (162) thence $N12^{\circ}20'14''W$, for 32.74 feet; (163) thence $N02^{\circ}40'08''W$, for 32.95 feet; (164) thence $N59^{\circ}52'16''W$, for 27.88 feet; (165) thence $S89^{\circ}13'33''W$, for 31.70 feet; (166) thence $N47^{\circ}20'25''W$, for 34.95 feet; (167) thence $N02^{\circ}32'42''E$, for 37.25 feet; (168) thence $N27^{\circ}59'46''E$, for 50.46 feet; (169) thence $N57^{\circ}35'02''E$, for 90.98 feet; (170) thence $S83^{\circ}04'32''E$, for 34.75 feet; (171) thence $N45^{\circ}38'35''E$, for 26.85 feet; (172) thence $N54^{\circ}52'54''E$, for 19.34 feet; (173) thence $N10^{\circ}34'15''W$, for 21.43 feet; (174) thence $S83^{\circ}58'22''W$, for 250.65 feet; (175) thence $N00^{\circ}54'17''W$, for 245.98 feet; (176) thence $N11^{\circ}49'19''E$, for 315.07 feet; (177) thence $S82^{\circ}16'54''E$, for 80.00 feet; (178) thence $N20^{\circ}33'27''E$, for 305.16 feet; thence $N86^{\circ}53'30''E$, leaving said boundary lines, for 440.91 feet; thence $S06^{\circ}01'38''E$, for 3091.79 feet to the Northeast corner of that certain property described as Wetland Area "E", as recorded in Official Records Book 3126, page 910 of the Public Records of St. Johns County, Florida; thence along the North boundary lines of said certain property, the following five (5) courses; (1) thence $S89^{\circ}35'13''W$, for 175.73 feet; (2) thence $N67^{\circ}40'46''W$, for 82.95 feet; (3) thence $N89^{\circ}22'16''W$, for 137.10 feet to the point of intersection with a curve concave to the Northwest; (4) thence southwesterly along the arc of said curve, having a radius of 130.00 feet, a central angle of $12^{\circ}08'52''$, an arc length of 27.56 feet and a chord bearing

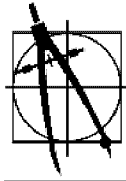


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S78°32'37"W, for 27.51 feet; (5) thence S84°37'07"W, for 101.69 feet to the point of curvature of a curve concave to the North; thence southwesterly along the arc of said curve, having a radius of 140.00 feet, a central angle of 07°11'58", an arc length of 17.59 feet and a chord bearing S88°13'06"W, for 17.58 feet to the point of tangency, said point also being a point on the easterly extension of the North line of that certain property described as Wetland Area "F", as recorded in Official Records Book 3126, page 910 of the Public Records of St. Johns County, Florida; thence along said easterly extension and the westerly boundary lines of said certain property, the following seven (7) courses; (1) thence N88°10'55"W, for 693.05 feet to the point of intersection with a curve concave to the Southeast; (2) thence southwesterly along the arc of said curve, having a radius of 25.00 feet, a central angle of 105°27'56", an arc length of 46.02 feet and a chord bearing S39°04'46"W, for 39.79 feet; (3) thence S13°39'34"E, for 92.01 feet; (4) thence S48°58'27"E, for 61.27 feet; (5) thence N67°13'35"E, for 17.01 feet; (6) thence S13°43'55"E, for 32.13 feet; (7) thence S39°44'53"W, for 65.07 feet; thence S13°39'11"E, leaving said boundary lines, for 77.09 feet to the point of curvature of a curve concave to the Northwest; thence southwesterly along the arc of said curve, having a radius of 55.00 feet, a central angle of 30°28'30", an arc length of 29.25 feet and a chord bearing S01°35'03"W, for 28.91 feet; thence S12°34'52"E, for 258.01 feet; thence S15°41'34"E, for 49.61 feet; thence S13°17'05"E, for 48.18 feet to the point of intersection with a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 170.00 feet, a central angle of 08°13'33", an arc length of 24.41 feet and a chord bearing S25°22'33"E, for 24.39 feet to the point of reverse curvature of a curve concave to the Southwest; thence southeasterly along the arc of said curve, having a radius of 230.00 feet, a central angle of 16°09'21", an arc length of 64.85 feet and a chord bearing S21°24'39"E, for 64.64 feet to the point of tangency; thence S13°19'59"E, for 35.94 feet to the point of curvature of a curve concave to the West; thence southeasterly along the arc of said curve, having a radius of 230.00 feet, a central angle of 16°09'17", an arc length of 64.85 feet and a chord bearing S05°15'20"E, for 64.63 feet to the point of reverse curvature of a curve concave to the East; thence southeasterly along the arc of said curve, having a radius of 170.00 feet, a central angle of 07°46'56", an arc length of 23.09 feet and a chord bearing S01°04'09"E, for 23.07 feet; thence S13°07'50"E, for 14.19 feet; thence S13°19'20"E, for 223.25 feet; thence S14°06'53"E, for 251.94 feet; thence S28°06'31"E, for 55.70 feet; thence S40°07'00"E, for 27.94 feet; thence N40°38'46"E, for 8.34 feet; thence N20°19'14"W, for 29.63 feet; thence S67°01'21"E, for 19.78 feet; thence N52°19'53"E, for 31.53 feet; thence N21°16'36"E, for 29.38 feet; thence N55°55'04"E, for 27.77 feet; thence S30°35'09"E, for 67.52 feet; thence S54°02'38"E, for 47.83 feet; thence S13°57'29"E, for 46.24 feet; thence S23°47'17"E, for 43.79 feet; thence S29°23'54"W, for 37.72 feet; thence S20°18'18"W, for 15.04 feet; thence S02°57'48"W, for 63.94 feet to a point on the easterly boundary line of that certain property described as Wetland Area "C", as recorded in Official Records Book 3126, page 910 of the Public Records of St. Johns County, Florida; thence along said easterly boundary line, the following one-hundred eighteen (118) courses; (1) thence S06°07'07"W, for 46.20 feet; (2) thence S10°54'11"E, for 36.56 feet; (3) thence S31°53'31"W, for 36.49 feet; (4) thence S47°48'09"W, for 21.00 feet; (5) thence S17°14'14"E, for 55.99 feet; (6) thence N83°47'26"W, for 21.05 feet; (7) thence S15°58'40"E, for 33.54 feet; (8) thence S57°05'36"W, for 59.84 feet; (9) thence S24°26'29"W, for 43.46 feet; (10) thence S47°26'03"W, for 20.00 feet; (11) thence N42°39'08"W, for 18.03 feet; (12) thence N25°31'39"W, for 51.25 feet; (13) thence N46°36'56"W, for 56.14 feet; (14) thence N19°19'29"W, for 45.69 feet; (15) thence N09°11'57"W, for 83.76 feet; (16) thence S44°57'03"W, for 23.01 feet; (17) thence S63°14'54"W, for 83.72 feet; (18) thence N69°54'55"W, for 32.21 feet; (19) thence N25°08'57"W, for 52.59 feet; (20) thence N39°43'31"W, for 48.26 feet; (21) thence N22°47'29"W, for 60.07 feet; (22) thence N40°25'21"W, for 41.29 feet; (23) thence N34°22'25"W, for 26.94 feet; (24) thence N03°54'40"W, for 56.19 feet; (25) thence N13°58'07"E, for 48.23 feet; (26) thence N12°11'27"W, for 81.75 feet; (27) thence N27°10'28"W, for 43.27 feet; (28) thence N16°41'12"W, for 53.05 feet; (29) thence N27°10'31"E, for 90.00 feet; (30) thence N28°29'56"W, for 22.03 feet; (31) thence N18°10'11"W, for 100.66 feet; (32) thence N00°00'27"W, for 32.05 feet; (33) thence N12°03'20"W, for 40.00 feet; (34) thence N23°20'47"W, for 50.99 feet; (35) thence N48°56'55"E, for 106.59 feet; (36) thence N18°56'46"E, for 54.48 feet; (37) thence N48°51'59"E, for 66.88 feet; (38) thence N36°15'34"W, for 54.16 feet; (39) thence N75°14'26"W, for 36.86 feet; (40) thence S86°24'03"W, for 28.65 feet; (41) thence N34°29'16"W, for 36.42 feet; (42) thence N43°38'21"W, for 38.54 feet; (43) thence N30°08'45"W, for 66.34 feet; (44) thence S76°20'29"W, for 466.53 feet; (45) thence N13°39'47"W, for 900.00 feet; (46) thence N02°46'15"W, for 333.14 feet; (47) thence N41°53'03"E, for 140.98 feet; (48) thence N08°08'42"W, for 734.92 feet; (49) thence S84°52'10"W, for 10.00 feet; (50) thence N08°08'42"W, for 486.43 feet; (51) thence N45°50'12"E, for 64.48 feet; (52) thence S80°44'57"E, for 30.40



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Office 904-284-2224
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feet; (53) thence N08°08'42"W, for 30.14 feet; (54) thence N45°50'12"E, for 57.38 feet; (55) thence N10°04'23"E, for 21.05 feet; (56) thence N22°34'58"W, for 50.88 feet; (57) thence N06°30'03"W, for 61.82 feet; (58) thence N14°30'44"W, for 45.92 feet; (59) thence N08°52'38"W, for 54.30 feet; (60) thence N03°42'29"E, for 40.00 feet; (61) thence N04°43'49"E, for 44.41 feet; (62) thence N02°15'49"W, for 73.65 feet; (63) thence N07°30'36"W, for 50.32 feet; (64) thence N05°45'20"E, for 76.98 feet; (65) thence N03°23'47"W, for 68.52 feet; (66) thence N03°44'38"E, for 67.03 feet; (67) thence N45°11'47"E, for 24.46 feet; (68) thence N52°25'04"E, for 48.53 feet; (69) thence N79°49'05"E, for 62.69 feet; (70) thence S30°07'43"E, for 67.45 feet; (71) thence S02°56'32"W, for 59.41 feet; (72) thence N84°33'51"E, for 53.47 feet; (73) thence S35°39'49"E, for 45.10 feet; (74) thence S73°41'21"E, for 50.44 feet; (75) thence S51°49'11"W, for 37.32 feet; (76) thence S84°16'33"W, for 40.20 feet; (77) thence S72°45'31"W, for 52.73 feet; (78) thence S32°13'41"W, for 88.12 feet; (79) thence S13°14'17"E, for 100.45 feet; (80) thence S17°11'35"E, for 58.79 feet; (81) thence S08°45'17"E, for 84.18 feet; (82) thence S00°45'59"E, for 64.84 feet; (83) thence N45°50'12"E, for 364.06 feet; (84) thence S87°01'25"E, for 123.05 feet to the point of intersection with a curve concave to the Northwest; (85) thence northeasterly along the arc of said curve, having a radius of 470.00 feet, a central angle of 04°20'19", an arc length of 35.59 feet and a chord bearing N00°48'18"E, for 35.58 feet; (86) thence N01°21'45"W, for 114.71 feet to the point of curvature of a curve concave to the Southwest; (87) thence northwesterly along the arc of said curve, having a radius of 970.00 feet, a central angle of 10°51'08", an arc length of 183.72 feet and a chord bearing N06°47'19"W, for 183.45 feet to the point of tangency; (88) thence N12°12'52"W, for 345.49 feet to the point of curvature of a curve concave to the Northeast; (89) thence northwesterly along the arc of said curve, having a radius of 1030.00 feet, a central angle of 04°10'15", an arc length of 74.98 feet and a chord bearing N10°07'45"W, for 74.96 feet to the point of tangency; (90) thence N08°02'38"W, for 314.10 feet; (91) thence N15°13'34"W, for 12.19 feet; (92) thence N39°42'46"W, for 17.09 feet; (93) thence N89°36'29"W, for 77.95 feet; (94) thence N26°20'47"W, for 56.40 feet; (95) thence N58°41'52"W, for 79.39 feet; (96) thence N67°53'52"W, for 61.12 feet; (97) thence N87°56'50"W, for 64.18 feet; (98) thence N36°06'19"E, for 98.84 feet; (99) thence N26°38'57"W, for 23.69 feet; (100) thence S84°35'53"E, for 52.55 feet; (101) thence N70°58'29"E, for 12.22 feet; (102) thence N48°40'49"W, for 61.34 feet; (103) thence N01°21'16"E, for 377.61 feet; (104) thence N84°37'06"E, for 57.70 feet; (105) thence N00°50'42"W, for 60.86 feet; (106) thence N49°58'35"E, for 47.00 feet; (107) thence N28°25'43"E, for 35.14 feet; (108) thence N16°56'49"E, for 36.47 feet; (109) thence S17°04'13"E, for 89.73 feet; (110) thence S05°08'27"E, for 46.51 feet; (111) thence S37°10'03"E, for 18.46 feet; (112) thence N11°06'41"E, for 154.09 feet; (113) thence S81°09'07"E, for 16.28 feet to the point of intersection with a curve concave to the Southeast; (114) thence northeasterly along the arc of said curve, having a radius of 60.00 feet, a central angle of 15°17'45", an arc length of 16.02 feet and a chord bearing N12°10'10"E, for 15.97 feet to the point of reverse curvature with a curve concave to the West; (115) thence northwesterly along the arc of said curve, having a radius of 20.00 feet, a central angle of 59°56'06", an arc length of 20.92 feet and a chord bearing N10°09'04"W, for 19.98 feet to the point of reverse curvature with a curve concave to the Northeast; (116) thence northwesterly along the arc of said curve, having a radius of 330.00 feet, a central angle of 37°58'18", an arc length of 218.70 feet and a chord bearing N21°07'54"W, for 214.72 feet; (117) thence N02°09'03"W, for 729.78 feet; (118) thence N02°48'08"W, for 146.41 feet; thence N02°48'09"W, leaving said boundary lines, for 734.51 feet to the southerly corner of that certain property described as Wetland Area "B", as recorded in Official Records Book 3126, page 910 of the Public Records of St. Johns County, Florida; thence along the easterly boundary lines of said certain property, the following six (6) courses: (1) thence continue N02°48'09"W, for 216.90 feet; (2) thence N14°33'47"W, for 43.27 feet; (3) thence N13°16'14"W, for 53.06 feet; (4) thence N14°31'01"W, for 68.15 feet; (5) thence N11°41'05"W, for 59.22 feet; (6) thence N71°17'10"W, for 60.39 feet; thence N14°48'49"W, leaving said boundary lines, for 59.89 feet; thence N55°54'06"W, for 94.34 feet; thence N16°03'25"E, for 739.93 feet to the POINT OF BEGINNING of the parcel herein described.

Containing 133.35 acres, more or less.

Said lands situated, lying and being in St. Johns County, Florida.

EXHIBIT B

Articles

[Attached Behind]

State of Florida



Department of State

I certify from the records of this office that TERRA PINES COMMUNITY ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 25, 2022.

The document number of this corporation is N22000000608.

I further certify that said corporation has paid all fees due this office through December 31, 2022, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 722A00002002-012622-N22000000608-1/1, noted below.

Authentication Code: 722A00002002-012622-N22000000608-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of January, 2022

Randy R. R.
Secretary of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of TERRA PINES COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on January 25, 2022, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H22000031369. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N22000000608.

Authentication Code: 722A00002002-012622-N22000000608-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-sixth day of January, 2022



Rauna D. Bee
Secretary of State

**ARTICLES OF INCORPORATION
OF
Terra Pines Community Association, Inc.
(a corporation not-for-profit)**

I. NAME AND DEFINITIONS.

The name of this corporation shall be Terra Pines Community Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions and Restrictions for Terra Pines to be recorded in the public records of St. Johns County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 506 Main Street, Suite 300, Gaithersburg, MD 20878, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

The general nature, objects and purposes of the Association are:

A. To promote matters of common interest and concern of the Owners of property within Terra Pines.

B. To own, maintain, repair and replace the Common Area, including without limitation the landscaping, structures, and other improvements located thereon, for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the permits issued by the SJRWMD that are applicable to the Property, and applicable SJRWMD rules, and to assist in the enforcement of the provisions of the Declaration which relate to the Surface Water or Stormwater Management System.

D. To cooperate with other associations responsible for administration of adjacent or contiguous properties in matters of common interest to the Association and such other associations and to contribute to such common maintenance interests whether within or without the Property.

E. To provide, purchase, acquire, replace, improve, maintain, operate and repair such structures, landscaping, and equipment, and to provide such other services for the benefit of the members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of its Members.

G. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors pursuant to the terms and conditions of the Declaration.

IV. GENERAL POWERS.

The general powers that the Association shall have are as follows:

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- A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.
- B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for the operation and maintenance of the Surface Water or Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.
- E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.
- F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.
- G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.
- H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.
- I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.
- J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

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V. MEMBERS.

The Members ("Members") shall consist of the Declarant, and all other Owners of Lots located within the Property. Membership in the Association is appurtenant to, and inseparable from, ownership of a Lot.

VI. VOTING AND ASSESSMENTS.

A. The Association shall have two classes of voting membership as follows:

1. Class A Membership. Class A Members are all Owners other than the Declarant and shall be entitled to one (1) vote for each Lot owned by the Class A Member. The Owner of each Lot shall be entitled to cast one (1) vote in matters of the Association that are voted upon by the Owners. The vote for each Lot shall be exercised as the parties comprising the Owner of such Lot may determine (i.e., if the Owner consists of more than one person or entity), but in no event shall more than one (1) vote be cast with respect to any Lot. Class A Members shall be entitled to elect at least one (1) member of the Board when fifty percent (50%) of the Lots have been conveyed to Members.

2. Class B Membership. The Class B Member shall be the Declarant who shall be entitled to ten (10) votes for each Lot owned by the Class B Member. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

(i) Three (3) months after ninety percent (90%) of the Lots that will ultimately be subject to administration by the Association have been conveyed to the Members;

(ii) Such earlier date as Declarant may choose to terminate the Class B membership upon notice to the Association.

B. When one or more persons or entities holds an interest or interests in any Lot or other portion of the Property, all such persons shall be Members, and the vote(s) for such portions of the Property shall be exercised as they among themselves shall determine. The votes for any Lot, or other portion of the Property cannot be divided for any issue and must be voted as a whole, except where otherwise required under the provisions of these Articles, the Declaration, or by law. The affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. Until the Members other than the Declarant become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes, as the same may be amended from time to time, the Declarant shall have the right to appoint all of the Directors; provided however, the Members other than the Declarant shall become entitled to elect at least one (a) Director at such time and in the manner prescribed by Section 720.307, Florida Statutes, as the same may be amended from time to time. The Declarant shall be entitled to elect at least one (1) Director for such time and in the manner prescribed by Section 720.307, Florida Statutes, as the same may be amended from

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time to time. For so long as the Declarant shall have the right to appoint any of the Directors, Directors need not be Members and need not be residents of the State of Florida. Thereafter, all Directors shall be Members.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Director receiving the highest number of votes shall be established at two (2) years. The other Directors shall be elected for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

C. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the Members and until their successors are elected or appointed and have qualified, are as follows:

Michael J. Natelli
506 Main Street, Suite 300,
Gaithersburg, MD 20878

Brian T. Massengill
506 Main Street, Suite 300,
Gaithersburg, MD 20878

Joseph C. Natelli
506 Main Street, Suite 300,
Gaithersburg, MD 20878

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Members and until their successors are duly elected and qualified are:

President	Michael J. Natelli
Vice President/Secretary	Brian T. Massengill
Treasurer	Joseph C. Natelli

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IX. CORPORATE EXISTENCE.

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law, including without limitation, filing with the Secretary of State, State of Florida.

X. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles. Such Bylaws may be altered, amended, or repealed by resolution of the Board of Directors.

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles, and as approved by the St. Johns River Water Management District as to any matters pertaining to the Surface Water or Stormwater Management System.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Kaitlyn Cawley
Gunster
1 Independent Drive, Suite 2300
Jacksonville, FL 32202

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. To the extent allowed by law, the Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or officer of the Association or as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or

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settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonably comparable to those which could be obtained in arms-length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XV. DISSOLUTION OF THE ASSOCIATION.

A. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the authority is willing to accept.

2. If no municipal or governmental authority will accept such dedication, the assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties

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and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

B. The Association may be dissolved upon a resolution to that effect being approved by a majority of the Board of Directors and by two-thirds (2/3) of the Members. In the event of incorporation by annexation or otherwise, of all or part of the Property by a political subdivision of the State of Florida, the Association may be dissolved in the manner set forth above.

C. In no event shall the Association be dissolved or merged, and any attempt to do so shall be ineffective, unless and until maintenance responsibility for the Surface Water or Stormwater Management System transferred to and accepted by an entity which is approved by the SJRWMD, or other governmental authority having jurisdiction, pursuant to the requirements of Rule 62-330.310, Florida Administrative Code, Applicant's Handbook Volume I, Section 12.3 or other administrative regulation of similar import.

XVI. MERGERS AND CONSOLIDATIONS.

Subject to the provisions of the Declaration applicable to the Property and to the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall be approved in the manner provided by Chapter 617, Florida Statutes as the same may be amended from time to time. For purposes of any vote of the Members required pursuant to said statutes, for so long as the Declarant shall own any portion of the Property, any such merger or consolidation shall require the Declarant's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 24th day of January, 2022.

/s/ Kaitlyn Cawley

KAITLYN CAWLEY, Incorporator

IN COMPLIANCE WITH SECTION 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

TERRA PINES COMMUNITY ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 506 MAIN STREET, SUITE 300, GAITHERSBURG, MD 20878, HAS NAMED COGENCY GLOBAL INC., WHOSE ADDRESS IS 115 CALHOUN STREET, #4, TALLAHASSEE, FLORIDA 32301, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**TERRA PINES COMMUNITY
ASSOCIATION, INC.**

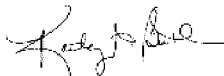
/s/ Kaitlyn Cawley
By: _____
Kaitlyn Cawley
Incorporator

Dated: January 24, 2022

ACCEPTANCE OF APPOINTMENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE NAMED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

COGENCY GLOBAL INC.

By: 
Name: Kathy A. Butler
Title: Assistant Secretary

Dated: January 24, 2022



January 26, 2022

FLORIDA DEPARTMENT OF STATE
Division of Corporations

TERRA PINES COMMUNITY ASSOCIATION, INC.
506 MAIN STREET, STE. 300
GAITHERSBURG, MD 20878

The Articles of Incorporation for TERRA PINES COMMUNITY ASSOCIATION, INC. were filed on January 25, 2022, and assigned document number N22000000608. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H22000031369.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

DANIEL L O'KEEFE
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 722A00002002

P.O BOX 6327 - Tallahassee, Florida 32314

EXHIBIT C

Bylaws

[Attached Behind]

BYLAWS
OF
Terra Pines Community Association, Inc.

I. DEFINITIONS.

All defined terms contained herein which are defined in the Declaration of Covenants, Conditions and Restrictions for Terra Pines Community Association, Inc. ("Declaration") to be recorded in the public records of St. Johns County, Florida, and in the Articles of Incorporation of Terra Pines Community Association, Inc., shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of Terra Pines Community Association, Inc. ("Association") shall be at 506 Main Street, Suite 300, Gaithersburg, MD 20878, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Declarant as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of the Association (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board, except that the Declarant, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Declarant. A Director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Declarant) shall be made by self-nomination by any Member who is eligible to serve as a director.

B. The Declarant shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary of the names of the Directors that such Owner is appointing to the Board.

C. Nominations and notification of the vacancies being filled by the Declarant shall be placed on the written ballot referenced in Section E of this Article V.

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in accordance with the requirements of Chapter 720, Florida Statutes, as the same may be amended from time to time.

E. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the discretion of the Board, by mail, provided such ballots are mailed to the Members not less than fifteen (15) days prior to the date fixed for the annual meeting. The ballots shall (i) describe the vacancies to be filled by the Class A Members, (ii) set forth the names of those nominated for each such vacancy, and (iii) set forth the names of those appointed to the Board by the Declarant. Each Member may cast the number of votes to which such Member is entitled as set forth in the Articles of Incorporation.

F. In order for an election of members of the Board to be valid and binding, the election must occur at a meeting of the Members at which a quorum is present; or if the election is conducted by mail, the Association must receive as of the date established by the Board for receipt of ballots, a number of ballots representing not less than a quorum of the Members.

G. The members of the Board elected or appointed in accordance with the procedures set forth in this Article V shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the Members.
2. To appoint and remove at its pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the annual and special assessments necessary to operate the Association and carry on its activities, and to create such reserves as may be deemed appropriate by the Board.

4. To collect assessments on behalf of any other property owners association entitled to establish, levy and collect assessments from the Members of the Association.

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

6. To authorize and cause the Association to enter into contracts for the day-to-day operation of the Association and the discharge of its responsibilities and obligations.

7. To cause the financial records of the Association to be compiled, reviewed, or audited by an independent certified public accountant at such periodic intervals as the Board may determine in its sole discretion.

8. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all of its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

(i) To fix the amount of annual assessments against each Class A Member for each annual assessment period at least thirty (30) days in advance of such date or period;

(ii) To prepare and maintain a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and

(iii) To send written notice of each assessment to every Member subject thereto.

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than three (3) days notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and a statement of the nature of such assessments.

D. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation of the Association. The President shall be a member of the Board, but the other Officers need not be.

B. The Officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each Officer shall hold office until his successor shall have been duly elected.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All Officers shall hold office for terms of one (1) year.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement, and the budget and balance sheet statement shall be open for inspection upon reasonable request by any Member.

J. With the approval of the Board of Directors, any or all of the Officers of the Association may delegate their respective duties and functions to a licensed and qualified property manager, provided, however, such property manager shall at all times be subject to the supervision and control of the Board of Directors.

IX. COMMITTEES.

The Board shall have the power and authority to appoint such other committees as it deems advisable. Any committee appointed by the Board shall consist of a Chairman and two (2) or more other members and shall include a member of the Board. Committee members shall serve at the pleasure of the Board, and shall perform such duties and functions as the Board may direct.

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Association shall retain the minutes of all meetings of the Members and the Board of Directors for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

A. The annual meeting of the Members shall be held prior to April 30th of each year, at such time as the Board may designate, or at such other date and time as may be selected by the Board.

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two (2) or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least fourteen (14) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by general or limited proxy. General or limited proxies may be used to establish a quorum. General or limited proxies may also be used for votes taken to amend the Declaration, the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

B. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of the applicable Lot.

C. For elections of the Board of Directors, the Members shall vote in person or by mail by written ballot.

XIII. SEAL.

The Association may have a seal in circular form having within its circumference the words:

Terra Pines Community Association, Inc., not for profit, 2022.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Board of Directors at a duly constituted meeting of the Board. Amendments shall be effective on the date of passage by the Board and no amendment need be recorded in the public records of St. Johns County, Florida.

XV. INCONSISTENCIES.

In the event of any inconsistency between the provisions of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and Articles of Incorporation shall control.