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**DECLARATION
FOR
VIZCAYA**

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**DECLARATION
FOR
VIZCAYA**

THIS DECLARATION is made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan corporation (the "Declarant") and joined in by VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Duval County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "VIZCAYA" on the **Exhibit "A"** land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes)

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I - DEFINITIONS

Section 1. Definitions. When used in this Declaration, unless the context shall prohibit or otherwise require, the following capitalized terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such capitalized terms:

"Access Control System" shall mean any system intended to control access to VIZCAYA.

"Architectural Review Board" or the **"ARB"** shall mean and refer to the person or persons designated from time to time to perform the duties of the Architectural Review Board as set forth herein, and their successors and assigns.

"Articles" shall mean the Articles of Incorporation of the VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

"Association" shall mean and refer to the VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns

"Board" shall mean the Board of Directors of the Association

"Building" shall mean the buildings containing Dwellings located on the Property.

"Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

"Common Area" shall mean and refer to those portions of the Property, and improvements thereon, if any, which the Association has the obligation to maintain for the common use, benefit and enjoyment of all Owners, including without limitation, the Surface Water Management System ("SWMS"). The Common Areas to be owned by the Association are described on **Exhibit "D"** attached hereto and incorporated herein by reference. After the date hereof, Declarant may add additional real property and/or interests in real property located within the Property which Declarant determines is reasonably necessary for the development or maintenance of the Common Areas or which any governmental organization or agency may require the Association to maintain. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Common Expense" shall mean and refer to any expense for which a Installment Assessment or Special Assessment may be made against the Owners and shall include, without limitation, the expenses of upkeep and maintenance of the Common Area as described in **Exhibit "D,"** including the operation and maintenance of the SWMS described in Southwest Florida Water Management District ("SJRWMD") permit number(s) 4-031-91729-5 (the "SJRWMD Permit")

"Declarant" shall mean and refer to PULTE HOME CORPORATION, a Michigan corporation, its successors and assigns. It shall not include any person or party who purchases a Lot from PULTE HOME CORPORATION, unless, however, such purchaser is specifically assigned as to such property by separate recorded instrument, some or all of the rights held by PULTE HOME CORPORATION as Declarant hereunder with regard thereto.

"Declaration" shall mean and refer to this DECLARATION FOR VIZCAYA TOWNHOMES and any amendments or modifications thereof hereafter made from time to time

"Dwelling" shall mean and refer to each and every single family residential dwelling constructed on any Lot

"FHA" shall mean and refer to the Federal Housing Administration

"First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot and who has notified the Association of its holdings

"FNMA" shall mean and refer to the Federal National Mortgage Association

"GNMA" shall mean and refer to the Government National Mortgage Association.

"HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

"Individual Assessment" shall mean and refer to any assessment arising out of either or both of the following events and specifically assessed against the appropriate Owner(s) and their respective Lot: (i) any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner; and (ii) any expenses arising out of the provision by the Association of any maintenance, repair or replacement of any Common Area, or any other improvements within the Properties, including Dwellings, Lots or Buildings, the maintenance, repair and replacement responsibility of which lies with the Association under the provisions of this Declaration.

"Installment Assessment" shall mean and refer to any monthly, quarterly or yearly assessment (as determined by the Board of Directors) or charge for the purpose of operating the Association and accomplishing any and all of its purposes as determined in accordance herewith, including, without limitation, payment of Common Expenses and collection of amounts necessary for the operation of the Association.

"Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Lot, commercial property, membership recreational facilities or a Dwelling, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

"Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

"Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Lot" shall not mean any Common Area.

"Master Plan" shall mean and refer to the Master Development Plan for VIZCAYA on file with the Duval County Planning and Zoning Department and as the same may be amended or modified from time to time.

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Lot.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Dwelling has been, or will be, constructed, or upon which Common Area will be or has been situate. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot and/or Dwelling.

"Party Wall" shall mean any wall built as part of the original construction of two or more Dwellings which is placed on the dividing line or platted Lot line between such Dwellings.

"Plat" shall mean any plat of any portion of VIZCAYA filed in the Public Records of Duval County, Florida, as the same may be amended by Declarant. This definition shall be deemed to automatically be amended to include the plat of each phase, as such phase is added to this Declaration.

"Property" or "Properties" shall mean and refer to that certain real property described on attached Exhibit "A," and made subject to this Declaration. The term "Property" or "Properties" shall be interchangeable with "VIZCAYA."

"SJRWMD" shall mean and refer to the St. Johns River Water Management District.

"SJRWMD Permit" shall mean and refer to the SJRWMD permit(s) 4-031-91729-5.

"Special Assessment" shall mean and refer to any assessment in addition to the Installment Assessments authorized herein, levied by the Association, in any fiscal year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration, including costs for specific purposes of a nonrecurring nature which were not accounted for in the annual budget and are not in the nature of capital improvements.

"Surface Water Management System" or "SWMS" means a system which is designed and constructed, or implemented 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 to otherwise affect the quality and quantity of discharge from the system, as permitted pursuant to Chapter 40C-4, 40C-40 or 40C-42, Florida Administrative Code. This term includes exfiltration trenches, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403 of the Florida Statutes. The Surface Water Management System includes those works authorized by SJRWMD pursuant to the SJRWMD Permit.

"VA" shall mean and refer to the Veterans Administration.

"Voting Interest" shall mean and refer to the appurtenant vote of each Lot located within VIZCAYA, which shall include the voting interests of the Declarant.

Section 2. Interpretations. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. Unless the context expressly requires otherwise, the term "Common Area," "Lot," "Dwelling" and "Property" include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. Unless the context expressly requires otherwise, the terms "assessment" or "assessments" shall mean and refer to any assessments made in accordance with this Declaration and imposed, established and collected by the Association from time to time, including without limitation, Installment Assessments, Special Assessments, and Individual Assessments. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Areas. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area described on **Exhibit "D,"** and any improvements thereon, including without limitation, to any SWMS, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain and repair the Recreational Facilities, including but not limited to the pool, cabana, meeting room and fitness center, to maintain the decorative entranceways to the Properties, fountains, and streets within the Properties, to maintain and repair the Access Control System; to maintain and repair the surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain, to pay for the costs of street lighting for Common Areas, streets within the Properties, or other areas designated by the Board of Directors; and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration.

ARTICLE III - DEVELOPMENT PLAN

Section 1. General. Notwithstanding anything to the contrary in this Declaration, nothing contained in this Declaration shall bind Declarant to continue or complete such development plan, once started, and Declarant neither commits to, nor warrants or represents to do so. Declarant may discontinue such development plan at any time without liability to any Owner or other party.

Section 2. Roadway. The Common Areas include paved asphalt roadways as described on **Exhibit "D"** (the "Roadway"). The Declarant hereby grants easements for ingress and egress over and across the roadways located on Properties to Owners, their guests, and invitees and to emergency vehicles. There may be additional areas improved as roadway with asphalt or other type road. Although it shall have the right to do so, the Declarant does not represent, warrant, agree or promise to improve additional areas for ingress and egress purposes in the manner above described, and shall be under no obligation to construct the described improvements. Without limiting any other provision of this Declaration, Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces, including but not limited to roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Turnover, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance. The Property includes some paved asphalt roadways as (the "Public Roadway") that shall be publicly dedicated right-of-way, such roads being named Lawson Road and Blackburn Street. The Declarant hereby grants easements for ingress and egress over and across the Public Roadway located on Properties to Owners, their guests, and invitees and to emergency vehicles. AT PRESENT, CERTAIN ROADWAYS IN PROXIMITY TO VIZCAYA ARE PUBLIC ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT HAVE ANY CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

Section 3. Further Roadway Improvements by the Declarant The Declarant hereby reserves the right to improve in the manner hereafter set forth, at any time prior the Turnover, additional ingress and egress roadways. The Declarant shall be under no obligation to construct such improvements. Following completion of such improvements, however, such improvements shall become part of the Roadway and Common Areas owned by the Association and shall be maintained by the Association. The improvements which the Declarant is authorized by this Section to construct, place or erect shall consist of paving, curbing, irrigation facilities and landscaping similar to those located or constructed on the Properties.

Section 4 Further Expansion and Improvements of the Irrigation Facilities by the Declarant The Declarant hereby reserves the right from time to time to improve and expand the existing irrigation facilities in the manner hereafter set forth at any time prior to Turnover. The Declarant shall be under no obligation to improve or expand such irrigation facilities. Following completion of such expansion and improvement, however, the irrigation facilities shall become part of the Common Area owned and maintained by the Association. The improvements which Declarant is authorized by this Section to make shall consist of additional underground sprinkler lines and sprinkler heads, and may be located in, on, under, or adjacent to the Properties or the Common Area, and may either be separate from or connected to existing irrigation facilities.

Section 5 Operation, Maintenance and Repair of Lots The purpose of the Association shall also be to operate, maintain and repair the Lots, and any improvements thereon, including, but not limited to, maintenance of roofs and landscaping of Dwellings, the exterior painting of Dwellings and the maintenance of gutters and downspouts of Dwellings. The Association will paint the exterior of the door to the Dwellings, at its sole discretion. The Declarant reserves an access easement to each Lot in favor of the Association to accomplish the lawn and landscaping maintenance referred to herein. If an Owner desires to paint all or a portion of the exterior of its Dwelling, then the Owner shall be subject to the terms and conditions of Article IX.

Section 6 Surface Water/SWMS.

(a) Except as specifically set forth herein to the contrary, the Association shall be responsible for the maintenance, operation, and repair of the SWMS. Such maintenance shall include the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations pertaining to surface water management, drainage, and water quality promulgated by the SJRWMD, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. The Association shall maintain and control the water level and quality of the SWMS, the bottoms of any retention lakes or drainage easements which retain or hold stormwater on a regular basis. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easements; provided however that the Association and the Declarant shall not be responsible for eliminating algae in the SWMS (except as may be required by the SJRWMD Permits or the SJRWMD) or for controlling frogs, insects, gnats, mosquitoes, loads, reptiles and other pests. The Association will also maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) and will keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner. The Owners of any Lot forming a part of the SWMS shall remove any trash and debris along the shoreline of each Owner's Lot. Maintenance of the SWMS shall mean the exercise of practices which allow the SWMS to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the SJRWMD. Any repair or reconstruction of the SWMS shall be consistent with the SJRWMD Permit as originally issued or any modification that may be approved by the SJRWMD. In order to provide adequate assurance that the SWMS will adequately function, the following maintenance procedures shall be followed:

- (1) The Association shall inspect or cause to be inspected all inlets and

control structures for vandalism, deterioration or accumulation of sand and debris.

(2) The Association shall assure that all debris or sand shall be removed from the inlets and control structures and any orifice system.

(3) The Association shall inspect and repair or cause to be inspected and repaired all skimmer boards around control structures as necessary.

Notwithstanding the foregoing obligations of the Association, in the event that an Owner or its contractor or agent modifies or alters any aspect of the SWMS such that it is no longer in compliance with the SJRWMD Permits, the cost and expense of repair or restoration of the SWMS shall be the responsibility of the Owner making such alteration or modification whether it is within the Owner's Lot or an adjacent Lot or within the Common Property.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the SWMS, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, any governmental entity having jurisdiction and SJRWMD. No docks, bulkheads, or other structures of any kind or nature, permanent or temporary, shall be constructed on, over or under any portion of the SWMS.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Duval County, or SJRWMD to any drainage for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, SJRWMD, Duval County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the SWMS. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas or the SWMS without the prior written consent of the Association, Duval County, and SJRWMD.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the SWMS including, but not limited to, easements for maintenance or ingress and egress, shall be removed, if required by the Association or SJRWMD, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) SJRWMD and any governmental entity having jurisdiction shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the SWMS.

(g) No Owner of property within the Property may construct or maintain any building, residential dwelling, or structure, or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SJRWMD and Duval County.

(h) SJRWMD has the right to take enforcement action, including civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problem with the SWMS or if applicable, in mitigation or conservation areas under the responsibility or control of the Association.

(i) If applicable, monitoring and management of the mitigation areas, described in the SJRWMD Permit, shall be the responsibility of the Association. Also, if applicable, the Association shall be responsible for successful completion of the mitigation in accordance with the success criteria described in the SJRWMD Permit.

(j) Use of the surface waters of any portion of the SWMS is subject to the restrictions set forth in this Declaration. Further, subject to the provisions of the SJRWMD Permits, Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the SWMS, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the SWMS. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Association, the SJRWMD Permits and all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Association. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any part of the SWMS for purposes of irrigation or any other use.

Section 7. Retention Walls. The Declarant may construct retention walls within the Properties. Such walls (the "Retention Walls") shall be maintained, repaired or replaced by the Association. The Association may perform any such maintenance, repairs or replacement of the Retention Walls and the costs of such repair shall be included in the Installment Assessments or assessed as a Special Assessment as applicable. Failure of the Association to undertake any such maintenance, replacement or repair on the Retention Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retention Walls.

Section 8. Boundary Fence. The Declarant may construct a border or perimeter wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary Fence") may be constructed either on dedicated rights of way, Common Areas, Lots, or other land adjacent to such rights of way, and may include a combination of berming, landscaping and vegetation or other material to provide for buffering to the extent desired by Declarant. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Fences, if any. The Association shall maintain and repair at its expense and as a Common Expense any such Boundary Fences located on Common Areas. The Association may perform any such maintenance, repairs or replacement of the Common Area Boundary Fences and the costs of such repair shall be included in the Installment Assessments or assessed as a Special Assessment, as applicable. Failure of the Association to undertake any such maintenance, replacement or repair on the Boundary Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor shall hereby be obligated to, construct such Boundary Fences. The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement ten feet (10') wide running parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such wall or fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a Common Expense, to maintain, repair and replace such wall or fence and monuments in a neat and aesthetic condition. The Declarant hereby grants the Association a non-exclusive perpetual easement over the Properties to permit the Association to undertake such Boundary Fence maintenance and painting as it may be responsible for pursuant to this Declaration. Owners other than Declarant shall not alter or modify such Boundary Fence, including, without limitation, the color of such Boundary Fence. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties. Notwithstanding anything contained in this Section to the contrary, Declarant neither commits to, nor shall hereby be obligated to, construct such Boundary Fences.

Section 9. Easement for Maintenance. The Declarant hereby reserves to itself and grants to Association its and their agents and contractors a non-exclusive perpetual easement as to all land adjacent to streets within the Properties or streets bounding the perimeter thereof to the extent reasonably necessary to discharge the maintenance required under this Declaration. Such right of entry

shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit. The Declarant also hereby reserves for itself, the Association, and its and their grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across the Properties for the purpose of exercising its and their rights and obligations under this Declaration.

Section 10. Reciprocal Easements. There shall be reciprocal appurtenant easements between the lands adjacent to either side of a Boundary Fence, Retention Wall or any other wall, for lateral and subjacent support, and for encroachments caused by the unwilling placement, settling and shifting of any such walls as constructed, repaired or reconstructed.

Section 11. Irrigation System. The Declarant hereby reserves the right from time to time to improve and expand the existing irrigation facilities in the manner hereafter set forth at any time prior to Turnover. The Declarant shall be under no obligation to improve or expand such irrigation facilities. Following completion of such expansion and improvement, however, the irrigation facilities shall become part of the Common Area owned and maintained by the Association. The improvements which Declarant is authorized by this Section to make may consist of additional underground sprinkler lines and sprinkler heads, and may be located in, on, under, or adjacent to the Properties or the Common Area, and may either be separate from or connected to existing irrigation facilities. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR DWELLING ACKNOWLEDGES AND AGREES THAT THE IRRIGATION SYSTEM MAY UTILIZE A WATER SUPPLY FROM VARIOUS SOURCES. THE WATER FROM THESE SOURCES MAY OR MAY NOT HAVE A HIGH CONCENTRATION OF IRON WHICH CAN CAUSE STAINING. DECLARANT CANNOT DETECT IN ADVANCE WHICH WATER SUPPLY MAY STAIN WALLS, SIDEWALKS, DRIVEWAYS AND SURROUNDING AREAS. IN THE EVENT THAT IT MAY BECOME NECESSARY TO INSTALL A TREATMENT SYSTEM TO THE IRRIGATION WATER TO PREVENT STAINING ON THE DWELLING, THE ASSOCIATION SHALL BE RESPONSIBLE TO INSTALL SUCH TREATMENT SYSTEM AT THE BOARD'S DISCRETION. TO THE EXTENT THAT COMMON AREAS REQUIRE SUCH TREATMENT SYSTEM, IT SHALL BE PAID FOR BY THE ASSOCIATION AS A COMMON EXPENSE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR DWELLING ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, NOT DECLARANT, SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE IRRIGATION SYSTEM.

Section 12. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in the Common Area and on all Lots in the Properties shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery located on Lots. The Association shall have an easement over each Lot in the Properties to accomplish the lawn and landscaping maintenance referred to herein. The expense of such lawn and landscaping maintenance shall be a Common Expense.

Section 13. Additional Land Added to Properties. In the event Declarant shall make additions to the Properties, it may, but shall not be obligated to, continue a development plan similar to the scheme described above, or with such modifications thereto as Declarant in its sole discretion, may deem appropriate, all as set forth in the amendment or supplement to the Declaration.

Section 14. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of this Declaration. The Declarant shall not be obligated, however, to make any such additions. Any and all such additions to the Common Area by Declarant must be accepted by the Association and such acceptance shall be conclusively presumed by the recording of a deed in the Public Records of Duval County, Florida, by or on behalf of Declarant for any such Common Areas or the designation of such Common Areas on a plat duly recorded for any portion of the Properties. The Association shall be required, upon request of Declarant, to execute any documents necessary to evidence the acceptance of such Common Areas. The conveyance of the Common Area to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or

other waterbody situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same.

Section 15. Waterbodies. NEITHER THE DECLARANT NOR THE ASSOCIATION, MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN VIZCAYA; PROVIDED, FURTHER, THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY IN ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A DWELLING, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within VIZCAYA. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas.

Section 16. Permits. THIS PROPERTY WAS DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ-2005-4058-PRJ ISSUED BY THE ARMY CORPS OF ENGINEERS ("ACOE") AND THE SJRWMD PERMIT. ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS AS ESTABLISHED BY THE ACOE OR SJRWMD, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED ALL OBLIGATIONS UNDER THE FOREGOING PERMITS AS SUCH RELATES TO ITS LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS IN THE CONDITION REQUIRED UNDER THE PERMITS AND TO OTHERWISE COMPLY THEREWITH. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF SUCH PERMITS AND FOR ANY REASON THE DECLARANT IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

Section 17. Conservation Easement. From time to time the Declarant may be required to record a Conservation Easement over a portion of the Property, as determined by the SJRWMD, Department of Environmental Protection and/or the Army Corps of Engineers. Such land would be subject to a Conservation Easement as a mitigation area and would be subject to the jurisdiction of such agencies and such land is referred to as "Restricted Land". The use of such Restricted Land is hereby restricted as follows:

1. There shall be no construction or placing of buildings, roads, signs, billboards or other advertising, utilities or structures above the ground in the Restricted Land.
2. No soil or other substance or material used as land fill, and no trash, waste, unsightly or offensive materials may be dumped or placed on the Restricted Land.
3. No trees, shrubs or other vegetation on the Restricted Land may be removed or destroyed.
4. There shall be no excavation, dredging or removal of any peat, gravel, soil, rock or other material substance in such a manner as to affect the surface of the Restricted Land.
5. There shall be no surface use of the Restricted Land except for purposes that permit the land or water to remain predominantly in their natural condition.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SJRWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION. THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Section 18. Access Control System. Declarant may install an access control system at the entrance(s) to VIZCAYA. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for VIZCAYA. Prior to Turnover, all contracts for Access Control Systems shall be subject to the prior written approval of Declarant. ASSOCIATION AND DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH DWELLING ACKNOWLEDGES THAT DECLARANT, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR DWELLINGS, OR THE PERSONAL PROPERTY LOCATED WITHIN DWELLINGS. DECLARANT AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO THE PROPERTIES.

Section 19. Reclaimed Water. If an irrigation system capable of using reclaimed water for irrigation purposes is installed adjacent to a Lot, and reclaimed water shall become available, then in such events, the Association shall: (i) require the Owner of each such Lot to use the reclaimed water for irrigation purposes and (ii) charge a uniformly applied fee for the use of such reclaimed water.

ARTICLE IV - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association from time to time to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular Installment Assessment levied under this Declaration against his Lot remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(d) The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area, provided, however, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to Turnover, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover, the approval of (i) a majority of the Board; and (ii) sixty six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present

(e) The right of the Association to grant easements as to the Common Area or any part thereof, and

(f) The right of the Association to otherwise deal with the Common Area

Section 2. Delegation of Use Any Owner may delegate his right of enjoyment and other rights in the Common Area to: (i) all family or household members of such Owner, or (ii) such Owner's tenants or contract purchasers, and (iii) all family or household members of such tenants or contract purchasers provided the foregoing actually reside upon such Owner's Lot. Any delegation to tenants or invitees of any of the foregoing is subject to this Declaration and the Association's rules and regulations. During such time as a Dwelling is leased, the Owner of such Dwelling shall not enjoy the use privileges of the Common Areas appurtenant to such Dwelling.

Section 3. Easements for Dwellings Each Owner of a Lot shall have an easement of reasonable size and duration upon, over and across the Lots adjacent to it when any part of the Dwelling or appurtenant structure thereof (including, but not limited to, gabled ends) is constructed in such a manner so as to be directly on or over the common side or rear Lot lines between such Lots, such easement being for the purpose of maintenance, repair and reconstruction of the Dwelling or appurtenant structure originally constructed by Declarant and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Lot arising thereby. Each Lot on which such a Dwelling or appurtenant structure, as described above, has been constructed is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support, and for encroachments between each Lot for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Lot. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five feet (5'), as measured from any point on the common boundary line between Lots along a line perpendicular to such boundary at such point

Section 4. Easements for Utilities, Drainage and Irrigation Systems Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over of VIZCAYA, including all areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Lots to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Properties for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Properties; provided, however, no such apparatus or facilities shall be installed within a Lot or Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its right hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to, or the installation and maintenance of, the easement areas or any utilities or

drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Lot subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Lot and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Lot, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Lot, unless the Owner of such Lot shall consent to such alteration. The Common Area is defined to include easements under each Dwelling for the benefit of each respective Dwelling Owner serviced by said easements and for the benefit of the Association and any public or private utility company responsible for installation, repair, replacement or maintenance of any such conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to the Dwellings.

Section 5 Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors. ALL OWNERS, OCCUPANTS AND USERS OF VIZCAYA ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES, INCLUDING BUILDERS WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO VIZCAYA BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF VIZCAYA, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO VIZCAYA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF VIZCAYA HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 6 Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board. THE RULES AND REGULATIONS SHALL NOT APPLY TO DECLARANT OR TO ANY PROPERTY OWNED BY DECLARANT, AND SHALL NOT BE APPLIED IN A MANNER WHICH WOULD PROHIBIT OR RESTRICT THE DEVELOPMENT OR OPERATION OF THE PROPERTY OR ADVERSELY AFFECT THE INTERESTS OF DECLARANT. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR ITS ASSIGNS, SHALL HAVE THE RIGHT TO: (i) DEVELOP AND CONSTRUCT RESIDENTIAL DWELLINGS, COMMON AREAS AND THE RELATED IMPROVEMENTS WITHIN VIZCAYA, AND MAKE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, OR CHANGES THERETO; (ii) MAINTAIN SALES OFFICES (FOR THE SALE AND RE-SALE OF (A) RESIDENTIAL

DWELLING AND (B) RESIDENCES AND PROPERTIES LOCATED OUTSIDE OF VIZCAYA), GENERAL OFFICE AND CONSTRUCTION OPERATIONS WITHIN VIZCAYA, (III) PLACE, ERECT OR CONSTRUCT PORTABLE, TEMPORARY OR ACCESSORY BUILDINGS OR STRUCTURE WITHIN VIZCAYA FOR SALES, CONSTRUCTION STORAGE OR OTHER PURPOSES, (IV) TEMPORARILY DEPOSIT, DUMP OR ACCUMULATE MATERIALS, TRASH, REFUSE AND RUBBISH IN CONNECTION WITH THE DEVELOPMENT OR CONSTRUCTION OF ANY PORTION OF VIZCAYA, (V) POST, DISPLAY, INSCRIBE OR AFFIX TO THE EXTERIOR OF ANY PORTION OF THE COMMON AREAS OR PORTIONS OF VIZCAYA OWNED BY DECLARANT, SIGNS AND OTHER MATERIALS USED IN DEVELOPING, CONSTRUCTING, SELLING OR PROMOTING THE SALE OF ANY PORTION VIZCAYA, (VI) EXCAVATE FILL FROM ANY LAKES OR WATERWAYS WITHIN AND/OR CONTIGUOUS TO VIZCAYA BY DREDGE OR DRAGLINE, STORE FILL WITHIN VIZCAYA AND REMOVE AND/OR SELL EXCESS FILL, AND GROW OR STORE PLANTS AND TREES WITHIN, OR CONTIGUOUS TO, VIZCAYA AND USE AND/OR SELL EXCESS PLANTS AND TREES, AND (VII) UNDERTAKE ALL ACTIVITIES WHICH, IN THE SOLE OPINION OF DECLARANT, ARE NECESSARY FOR THE DEVELOPMENT AND SALE OF ANY LANDS AND IMPROVEMENTS COMPRISING VIZCAYA

Section 7. Title to Common Area All or portions of the Common Areas may be dedicated by plats, created in the form of easements, or conveyed by written instrument recorded in the public records, or by Fee Simple Deed from the Declarant to the Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association shall accept any and all transfer of permits from Declarant, or any other permittee of any permit required by a governmental agency in connection with the development of VIZCAYA as modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE DEDICATED OR CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

Section 8. Declarant and Association Easement In addition to the aforementioned easements, Declarant reserves for itself, the Association, the Architectural Review Board, and their respective grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its and their rights and obligations under this Declaration. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 9. Easement for Pedestrian Access A non-exclusive easement is hereby reserved in favor of Declarant, the Association, and its successors and assigns, over and across a strip of land extending three feet (3') on each side of any and all Lot lines within the Properties which are not improved by a Party Wall or other improvements, and which lines lie between the exterior walls of any two buildings on the Properties, to be used for pedestrian ingress and egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the six (6) foot easement over certain Lot lines, as described above, may be assigned on a non-exclusive basis by Declarant, the Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that this

easement be used to allow specified pedestrians to walk between buildings on the Properties in order to reach any portion of the Common Area.

Section 10. Association Easement A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Properties, and for maintenance of the Common Area and all Dwellings for the benefit of the Association, and the Architectural Review Board and their respective contractors, agents and licensees.

Section 11. Owners Easements Owners of Lots shall have a non-exclusive easement over the Lots of other Owners for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Lots over which he traverses, such user shall be responsible for the repair of the damages. In the event the Dwellings constructed on adjacent Lots share a common sidewalk, both Owners of the adjacent Lots and their guests, tenants and invitees, shall have a non-exclusive easement for ingress and egress over all sidewalks as constructed. In the event such common sidewalk shall require repair, replacement or maintenance, it shall be the obligation of the Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense.

Section 12. Easement Over the Grassed Area The Association and its contractors shall have an easement over grassed portions Common Areas for lawn maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions.

Section 13. Easements Reserved in Common Area for Use in Connection with Other Homeowner Associations Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area not occupied by a building or recreation amenity to be used for, by or in connection with any homeowners association development which may hereafter be erected on land now or hereafter owned by Declarant within the Properties or within other properties, or as may become necessary in providing such developments with utility services, drainage or irrigation facilities. Neither this reservation of rights, nor anything else herein contained is intended to, nor shall it, constitute or be deemed to constitute a commitment, warranty or representation by Declarant to hereafter construct or develop such other homeowners association developments and Declarant hereby declares that it neither makes nor gives any such commitment, warranty or representation.

Section 14. Reciprocal Easements for Party Walls There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any Party Wall or walls or any non-Party Walls, for lateral and subjacent support, for roofs and eaves and for maintenance, repairs and replacements thereof for encroachments caused by the placement, setting, and shifting of any such walls as constructed by Declarant or reconstructed in accordance with this Declaration, and for access to maintenance and repair of utility facilities serving more than one Lot. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

If any portion of the Common Area by virtue of the work performed by the Declarant encroaches upon a Lot, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. If any portion of a Lot by virtue of the work performed by the Declarant encroaches upon the Common Area or upon an adjoining Lot or Lots, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Area or on the Lots for the purpose of marketability of title. In the event a building on the

Common Area or a Lot or any portion thereof is destroyed and then rebuilt, the Owners of the Lot or Lots agree that the minor encroachments of parts of the Common Area, or any other Lots, because of such reconstruction shall be permitted and that an easement for such encroachment and the maintenance and repair shall exist.

Section 15. Recreational Facilities. Subject to the terms and provisions of this Declaration and the rules, regulations, fees and charges from time to time established by the Board of Directors of the Association, every Owner and his family, tenants, invitees and guests shall have the non-exclusive right, privilege and easement of access to and the use and enjoyment of any recreational facilities and amenities, including but not limited to the pool, cabana, meeting room and fitness center, as may be located upon certain the Common Areas (the "Recreational Facilities"). An Owner may assign to the tenant of his Dwelling such Owner's rights of access to and use of said Recreational Facilities so that such tenant, his or her family and guests shall be entitled to the access, use and enjoyment of the Recreational Facilities on the same basis as an Owner. Declarant shall be the sole judge of the composition of such facilities and improvements. So long as the Declarant owns a Parcel or Lot within the Properties, Declarant reserves the absolute right to construct additional Common Areas facilities and improvements within VIZCAYA, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personally (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

Section 16. General Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant, the Association, and Duval County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easements areas), and Declarant, the Association and Duval County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section nor as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Lot, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Lot upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. Such Drainage Easements may not be subsequently removed by Owners. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Duval County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Lot which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a common expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition. The level of maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Lots to the extent necessary to permit the Association to undertake such privacy wall maintenance and painting as it may be responsible for pursuant to this Declaration. Lot Owners other than Declarant shall not alter or modify such privacy wall, including, without limitation, the color of such privacy wall. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(d) Association and Owners consent hereby to an easement for utilities including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties, provided, however, that the creation thereof does not adversely affect the use of any Lot.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Lot or residence thereon.

(g) In the event that any structure or improvement on any Lot shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Lot, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section 16 shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 17. Blanket Easement. The plan for the development of the Property includes the construction of a SWMS, which may include, without limitation, retention lakes, swales, conduits, wires, pipes, pumps, berms and access easements to the SWMS as shown on the Plat. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the SWMS for the drainage of stormwater from the Property. Portions of the SWMS are located entirely within Lots. The Association is hereby granted an easement over any Lots to the extent necessary or convenient for the Association to perform its maintenance obligations hereunder, provided however, such easement shall be released with respect to any portion of the Lots on which an approved Improvement is constructed and located.

Section 18. Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the SWMS and over any portion of a Lot which is a part of the SWMS, or upon which a portion of the SWMS is located to operate, maintain, and repair the SWMS as required by the SJRWMD permit. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify any berms placed on the Lots (including any berms required by the SJRWMD) as part

of the SWMS, or take any other action reasonably necessary, following which Declarant, or the Association shall restore the affected property to its original condition as nearly as practicable, provided however, that neither the Declarant nor the Association shall be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant, or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant and shall not be construed to obligate Declarant to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the SWMS for the purpose of providing maintenance and erosion control to the embankments of such retention areas.

Section 19 Operation, Maintenance and Repair of Joint Use Facilities. The Association shall operate, maintain and repair, or in the alternative, shall be responsible for all or a portion of the reasonable cost to operate, maintain and repair certain improvements located on the Property and servicing the members of the Association, the Florida Department of Transportation, the City of Jacksonville and other entities or communities. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the existing agreements for shared facilities if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Property.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 1 Voting Rights. Every Owner of a Lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities that hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot and shall be automatically transferred by conveyance of that Lot. The Declarant shall be a member so long as it owns one or more Lots.

Section 2 Membership Classifications. The Association shall have two (2) classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) **Class A.** Class A members shall be all Owners of Lots, provided, however, the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Lot, the vote for such Lot shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Lot nor shall any split vote be permitted with respect to such Lot. Every Lot within the Properties, the Owner of which is a Class A member, shall be entitled to one (1) vote for that Lot.

(b) **Class B.** Declarant shall be the Class B member, and shall be entitled to nine (9) votes for each Lot owned, provided, however, that as to land which is annexed or added pursuant to Article XI of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after Turnover, the Declarant shall be entitled to one (1) vote for each Lot owned.

Section 3 Turnover. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners other than the Declarant. The Turnover of the Association by the Declarant shall occur at the Turnover meeting. The purpose of the Turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting,

the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover meeting shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

- (a) When 90% of the Lots are conveyed to Owners, other than Declarant; or
- (b) On December 31, 2020; or
- (c) Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to the terms of this Declaration, such additional land shall automatically be and become Class B Lots. In addition, if following such addition of land, the total votes allocable to all Lots then owned by the Declarant shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class B Lots owned by the Declarant shall be entitled to nine (9) votes for each Lot. Any such reconversion shall not occur, however, if either occurrence (b) or (c) above shall have taken place.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND OWNERS

Section 1. Common Area. Subject to the rights of the Owners set forth in this Declaration, the Association has exclusive management and control of the Common Area and all other improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the Common Area include the management, operation, maintenance, repair, servicing, replacement and renewal of all improvements, equipment and personal property installed thereon by the Declarant. The Association's duties also include the duty to repair under the circumstances outlined in this article.

Section 2. Buildings and Dwellings

(a) Responsibility of Association. The Association is responsible for the following matters relating to the initial improvements constructed upon Lots by the Declarant, including without limitation landscaping, and relating to improvements made to the Buildings and the Dwellings by the Declarant or the Association:

(1) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board, in the Board's sole and absolute discretion, maintain and repair and replace the exterior of the Buildings (except as set forth in Section 2(b)(2) and (4) of this Article, including painting the exterior paintable walls of each Building, repairing and replacing all portions of the siding, brick or stone (as applicable) of each Building, maintaining, repairing and replacing the roof of each Building and periodically cleaning the exterior portions of the Building. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such maintenance, cleaning, painting, repairs and replacements shall be a Common Expense and shall be included in the Installment Assessment.

(2) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board, in the Board's sole and absolute discretion, repair and replace fences installed by Declarant and sidewalks (but not walkways or patios) located on or within a Parcel. The Association shall undertake this responsibility to assure uniformity in exterior appearance of the Buildings. The cost of such repairs and replacements shall be a Common Expense and shall be included in the Installment Assessment.

(3) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board, in the Board's sole and absolute discretion, maintain, repair and replace all secondary wiring to the Building(s) from the transformer and also maintain meter boxes to the point of attachment to a Building. The cost of such maintenance, repairs and replacements shall be a Common Expense and shall be included in the Installment Assessment.

(4) The Association shall also be responsible for repairing all incidental damage caused to a Dwelling by reason of the repairs and replacements accomplished pursuant to the provisions of Section 2(a)(1) through (3) of this Article. The cost of such repairs and replacements shall be a Common Expense and shall be included in the Installment Assessment.

(5) The Association shall, from time to time as deemed reasonably appropriate and necessary by the Board, in the Board's sole and absolute discretion, clean leaves and other debris from the roof gutters and roofs of the Buildings. The cost of such maintenance shall be a Common Expense and shall be included in the Installment Assessment.

(6) Notwithstanding the terms and conditions of Section 2(a)(1) through (4) of this Article, if any Parcel, Building or Dwelling is damaged or destroyed as a result of the negligence, misuse, error, act or the failure to act by an Owner or any of his guests, tenants, invitees, agents, employees, or family members, the Association may, in its sole and absolute discretion, either (i) repair the Parcel, Building or Dwelling, with the cost of such repairs being the sole responsibility of that Owner as an Individual Assessment, payable by the responsible Owner immediately upon receipt of a written invoice or statement or (ii) provide written notice to the Owner to repair the affected Parcel, Building or Dwelling, in which case the Owner shall immediately and at such Owner's sole cost and expense, perform exactly such repairs to the Parcel, Building or Dwelling as are required by the Association.

(b) Responsibility of Owner. Each Owner is responsible for the following matters relating to his or her Dwelling and Parcel:

(1) Each Owner shall maintain, repair and replace, at its sole cost and expense, all interior portions of its Dwelling contributing to the support of the Building, which portions shall include but not be limited to load-bearing columns and load-bearing walls. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(2) In accordance with the terms and conditions of Section 2(a)(1) of this Article, the Association is responsible for painting the Buildings, as deemed reasonably appropriate and necessary by the Board. If any Owner desires to paint all or a portion of the exterior of its Dwelling, then the Owner shall be subject to the terms and conditions of Article IX.

(3) Each Owner shall maintain (including periodic cleaning), repair and replace at its sole cost and expense, all windows, screens and doors (including sliding glass doors) located on or attached to its Dwelling and to maintain, repair and replace concrete walkways and patios located on any portion of its Parcel.

(4) Each Owner shall maintain, repair and replace at its sole cost and expense, all interior portions of the Dwelling (including without limitation carpeting, electrical fixtures and appliances in the Dwellings, non-supporting walls and partitions, all contents of the Dwellings and built-in cabinets in the Dwellings), together with water heaters, air handlers, air compressors and the air conditioning and heating unit which services the Dwelling. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(5) If an Owner purchases a Dwelling with a screen enclosed patio or is thereafter permitted by the ARB to enclose the patio, then the Owner shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of the screen enclosed patio and all components of the patio (excluding the roof).

(6) Each Owner shall maintain, repair and replace at its sole cost and expense, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the Dwelling and/or the security alarm system and fire alarm serving the Dwelling, whether such conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, security alarm system and fire alarm are located within the Dwelling or within the Building where the Dwelling is located. Notwithstanding the foregoing, the Association reserves the right but no obligation, in its sole and absolute discretion, if an Owner fails to do so, to make repairs and replacements of those interior portions of a Building contributing to the support of the Building.

(7) Each Owner shall replace, at its sole cost and expense, light bulbs located on the front entrance and back entrance of the Dwelling, street address light bulbs, if any, and door bell light bulbs, as they burn out, using a type and model of light bulb substantially similar to the light bulbs initially installed by the Declarant or otherwise approved in advance by the ARB.

(8) In addition to other specified maintenance required herein, each Owner shall keep all parts of his Parcel, including the Dwelling, clean and free of debris, at such Owner's sole cost and expense and shall be responsible, at such Owner's sole cost and expense, for any desired pest and/or nuisance control in and around the Dwelling.

(9) All Owner maintenance, repair and replacement obligations shall (i) be done without disturbing the rights of any other Owners; (ii) be performed by each Owner at regular intervals as shall be necessary to keep the Parcel and the Dwelling in an attractive condition and in substantially the same condition and appearance as existed at the time of completion of construction; subject to normal wear and tear that can not be avoided by normal maintenance; and (iii) shall be of a design, quality specification and decor consistent with the Improvements located on the Property.

(10) Each Owner shall promptly report to the Association any defect or need for repairs or replacements for which the Association is responsible.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner when such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board by a vote of not less than sixty-seven percent (67%) of the full Board may undertake such maintenance, replacement or repairs and may assess by Individual Assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot. Failure of the Association to undertake any such maintenance, replacement or repair on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter.

Section 3 Services. The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, any future Declaration, or its Articles, Bylaws, rules and regulations. The Association may contract with others to furnish trash collection, lawn care, Common Area maintenance, and any other services or materials, or both, to all Lots, or to any group of Lots, provided, however, if such services or materials, or both, are

furnished to less than all Lots, then such costs shall be assessed against such Lot(s) as an Individual Assessment

Section 4. Rules and Regulations The Association from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, the Common Area, or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable future Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community.

Section 5. Implied Rights The Association may exercise any other right, power or privilege given to it expressly by this Declaration, any future Declaration, its Articles or Bylaws, or by law, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted

Section 6. Restriction on Capital Improvements Except for replacement or repair of items installed by Declarant and except for personal property related to the Common Area, the Association may not authorize capital improvements to the Common Area without Declarant's consent until Turnover. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Declarant and except for personal property related to the Common Area shall be approved by sixty-seven percent (67%) of the Voting Interests present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in this Declaration.

Section 7. Litigation The Association shall have the power to initiate or defend litigation on behalf of the Association, subject to the following limitations: no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Voting Interests. This paragraph shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens and enforcement of restrictive covenants against Owners), (b) the imposition and collection of assessments, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 8. Personal Property for Common Use The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 9. Common Expense The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members.

Section 10. Suspension of Use Rights, Levy of Fines The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by

a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park.

ARTICLE VII - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 **Creation of the Lien and Personal Obligation for Assessments** The Declarant, for each Lot within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) Installment Assessments or charges and charges for Common Expenses; (2) Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration; and (3) Individual Assessments or charges against a particular Lot as may be provided by the terms of this Declaration. Such assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 **Purpose of Assessments** The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; operation, maintenance and replacement of the SWMS, including the cost of labor, equipment, materials, management and supervision thereof, the payment of taxes and assessments made or levied against the Common Area, reserves for roof replacements, exterior painting of Dwellings; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful, the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the employment of security personnel to provide services which are not readily available from any governmental authority, and such other needs as may arise.

Section 3 **Installment Assessments for Common Expenses**

(a) **Standard Increases** The Installment Assessment for Common Expenses shall be set by the Board of Directors. The Installment Assessment for Common Expenses may be increased each year by a majority vote of the Board of Directors not more than fifteen percent (15%) above the Installment Assessment for the previous year.

(b) **Special Increases** The Installment Assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by the approval of: (i) a majority of the Board, and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(c) **Duty of Board to Fix Amount** The Board of Directors may fix the Installment Assessment for Common Expenses at an amount not in excess of the limitations on the Installment Assessment rate established in this Section.

Section 4 **Special Assessments** In addition to the Installment Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or

replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration. No vote of the Voting Interests shall be required for such Special Assessments, and such Special Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Association. So long as the Declarant holds title to any Lot, no Special Assessments shall be imposed without the prior written consent of the Declarant.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 Written notice of any members' meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast ten percent (10%) of all the votes of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, prior to Turnover, the Declarant shall not be obligated for, nor subject to any Installment Assessment for any Lot which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Installment Assessments and the amount received from Owners, other than the Declarant, in payment of the Installment Assessments levied against their Class A Lots. Such difference shall be called the "Deficiency," and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures or Special Assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficiency, and waiving its right to exclusion from Installment Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the Installment Assessment established for Lots owned by Class A members. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title.

Section 7. Exemption from Assessments The assessments, charges and liens provided for or created by this Article shall not apply to the Common Area or any other Homeowner's Association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Installment Assessments' Due Dates The Installment Assessments for Common Expenses shall commence as to all Lots subject thereto upon the conveyance of the first Lot from the Declarant to its purchaser. The Board of Directors shall fix the amount of the Installment Assessment for Common Expenses against each Lot not later than December 1 of each calendar year for the following calendar year. Written notice of the Installment Assessment for Common Expenses shall be sent to every Owner subject hereto. Unless otherwise established by the Board of Directors, Installment Assessments for Common Expenses shall be collected on a quarterly basis. The due date for Special Assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association.

Section 10 Effect of Nonpayment of Assessments Assessments and installments on such assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. All payments on accounts shall be first applied to fines, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot.

Section 11 Foreclosure The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 12 Homestead By acceptance of a deed thereto, the Owner and spouse thereof, if named, of each Lot shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an institutional Lender, or which is guaranteed or insured by the FHA, FNMA or VA. The sale or transfer of any Lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such First Mortgagee of a Lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided, however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Lot encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VII. Mortgagees are not required to collect assessments.

Section 14. Individual Assessments Any cost or expense required to be paid by an Owner related solely to such Owner or its Lot, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable future Declaration, including any indemnity contained here, or by contract express or implied, or because of any

act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Association against such Owner's Lot after such Owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

Section 15 Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 16 Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services and/or data services (ISP) to the community and all Dwellings included therein. If such agreement is established, the fees for the cable television service and/or data services (ISP) payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service and/or data services (ISP).

Section 17 Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 18 Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

Section 19 Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Lot, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Lot for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area, then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Lots within the Property, and the quotient shall be the amount of such Special Assessment against each Lot. In the Board's discretion, such Special Assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such Special Assessment is not an increase in the Installment Assessment subject to the limitations of this Article.

Section 20. Acceleration of Assessments. In the event of nonpayment of any assessment on or before the date when due, at its option, the Association may accelerate the assessments due to the end of the budget year, regardless of whether assessment installments are not yet due and payable,

whereupon the entire budget year's assessments shall be immediately due and payable, and, at its option, the Association may declare all other sums, including interest and late fees, immediately due and payable.

Section 21. Working Capital Contribution. There shall be a working capital contribution fee of One Hundred and No/100ths Dollars (\$100.00), which fee shall be payable to the Association by each Owner that purchases a Lot from the Declarant. The working capital contribution shall be paid to the Association at the time of closing and transfer of title on their Lot and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as working capital contributions are not to be considered as advance payments of regular assessments.

ARTICLE VIII - USE RESTRICTIONS

Section 1. Residential Use. All of the subdivision shall be known and described as residential property and no more than one single-family Dwelling may be constructed on any Lot, subject to unintentional encroachments. No Dwelling may be divided into more than one residential Dwelling and no more than one family shall reside within any Dwelling.

Section 2. Use of Accessory Structures. Other than the Dwelling and an attached garage, if applicable, no tent, shack, barn, utility shed or building shall, at any time, be erected and used on any Lot temporarily or permanently, whether as a residence or for any other purpose, provided, however, temporary buildings, mobile homes, or field construction offices may be used by Declarant and its agents in connection with construction work. No recreation vehicle may be used as a residence or for any other purpose on any of the Lots in the Properties.

Section 3. Commercial Uses and Nuisances. No trade, business, professional or other type of commercial activity shall be carried on upon any Lot, except as hereinafter provided for Declarant and except that real estate brokers, Owners and their agents may show Dwellings for sale or lease, nor shall anything be done on any Lot which may become a nuisance, or an unreasonable annoyance to the neighborhood. Every person, firm or corporation purchasing a Lot recognizes that Declarant, its agents or designated assigns, have the right to (i) use Lots or houses erected thereon for sales offices, field construction offices, storage facilities, general business offices, and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Properties open to the public for inspection seven (7) days per week for such hours as are deemed necessary. Declarant's rights under the preceding sentence shall terminate on December 31, 2020, unless prior thereto Declarant has indicated its intention to abandon such rights by recording a written instrument among the Public Records of Duval County, Florida. It is the express intentions of this Section that the rights granted Declarant to maintain sales offices, general business offices and model homes shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property and lots which Declarant may own. Home-based occupations may be operated out of the Dwellings, provided, that: (i) there are no employees working within the Dwellings, (ii) there is no signage, (iii) the Dwelling is not used to receive clients and/or customers, (iv) there is not excessive deliveries made to the Dwelling, (v) the home-based occupation does not generate additional visitors, traffic or noise into the Dwelling or any part of the Property, (vi) the home-based occupation does not cause a nuisance to the other Dwellings or Owners, and (vii) such use meets all other municipal code and zoning requirements. Any violation of the foregoing enumerated conditions to home-based occupations shall be determined by the Board, in its sole discretion, such determination being binding and conclusive.

Section 4. Animals.

(a) Owners must register all pets with the Association. Owners are granted a license to maintain not more than a total of two (2) pets per Dwelling provided such pets are (i) permitted to be so kept by applicable laws and regulations; (ii) not a breed considered to be dangerous by the Board of Directors (in its sole discretion), (iii) dogs or cats only, except as set forth below. This license may be

revoked by the Board of the Association upon written notice to the Owner. The Board is authorized from time to time to make such rules restricting or permitting pets on the Property, including, without limitation, rules relating to the size or weight of such pets. Pets shall not create a nuisance to other Owners by any behavior, including without limitation, continuous and repeating barking, whining, crying or other disturbance. No pet will be permitted on the Property which creates a nuisance. Pet sitting for outside pets is permitted as long as the number of pets maintained within a Dwelling does not exceed two (2).

(b) All permitted pets must be caged or on a short leash at all times when they are on any portion of the Property (except the Owner's Lot). Pets must be on the grass before the pet is permitted to stop and relieve itself. Owners should not allow landscape areas adjacent to the Buildings or the Building structures themselves to be used for elimination. Owners are required to pick up, remove and properly dispose of litter deposited by their pets on the Property.

(c) Animals that are typically kept in cages or containers wholly within the Dwelling such as small caged birds, fish, lizards, turtles and hamsters may be maintained provided such animals are of a breed or variety commonly kept as household pets in similar buildings, are not kept or bred for any commercial purpose, and are kept in strict accordance with the rules and regulations outlined in this Declaration and in accordance with applicable law. If any such pets become a nuisance, the Board of Directors shall have the right, but not the obligation, to require their removal. Wild animals, exotic animals, farm animals and poisonous creatures are not allowed, including but not limited to any variety of pigs, skunks, tarantulas and similar animals and snakes.

(d) Neither the Board, Declarant, nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing rules and regulations governing pets and every Owner maintaining a pet on the Property agrees to defend, indemnify and hold the Association, the Board, Declarant, each Owner and the management company and their employees harmless against any loss, claim, damage or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet on the Property. Any landscaping damage or other damage to the Property, caused by an Owner's pet must be promptly repaired by the Owner. The Association retains the right to affect said repairs and charge the Owner therefore.

(e) A violation of the provisions of this Section shall entitle the Association and the Board to all of its rights and remedies available under the Declaration, Bylaws, Florida Statutes and any applicable rules and regulations, including, but not limited to, the right to fine Owners and/or to require any pet to be permanently removed from the Property. This Section shall also apply to tenants who have pets.

(f) No electric pet fences are permitted on the Property.

Section 5. Maintenance of Improvements. Each Lot Owner shall keep in good condition all improvements constructed upon his Lot, including, without limitation, the Dwelling, walls, fences, gates, walkways, driveways and the like so that proper maintenance can be accomplished by the Association.

Section 6. Vehicles.

(a) Each Owner will be permitted a maximum of three (3) vehicles associated with the respective Dwelling. One vehicle may be parked on the driveway and additional vehicles must be parked in the garage. There is to be no street parking allowed in the Property at any time for the safety and convenience of all Owners and residents.

(b) All garages must have a two (2) car overhead door or two (2) single doors with a minimum door width for a two (2) car garage. No garage shall at any time be used as a Dwelling or converted to become part of the Dwelling. Notwithstanding the foregoing, a garage may be used by Declarant as a sales office during the marketing of the Property.

(c) Motorcycles are allowed with Board approval but shall count as a vehicle toward the vehicle limit. Motorcycles must be parked within the garage. Motorcycles may be parked on the Common Area only with the written consent of the Board of Directors.

(d) Owners must register all vehicles with the Association. All parking within the Property shall be in accordance with rules and regulations adopted from time to time by the Association. All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

(e) No street parking is permitted at any time, and the Association reserves the right to tow vehicles, at the Owner's expense, for any vehicle parked in the street or otherwise in violation of this Section. Guest spaces will be located within the Common Area and Owners may not park in guest spaces.

(f) The Association, through its officers, committees and agents, is hereby empowered to establish parking regulations in all of the Common Area and may make provision for the involuntary removal of any violating vehicle, provided however, that anything herein contained to the contrary, no such regulation may, directly or indirectly, impair, diminish or otherwise interfere with Declarant's exclusive right to assign parking spaces and/or to collect all fees resulting therefrom. Parking in or on the Common Area or any Parcel shall be restricted to the parking areas therein designated for such purpose.

(g) No commercial trucks, vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Association. Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. No trailers, campers, motor homes or recreational vehicles, commercial vehicle, boat or utility trailers, boats, jet skis, personal watercraft, or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of the garage and all such vehicles shall count towards the vehicle limit. All vehicles will be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted. No vehicle may block the sidewalk.

(h) No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within the Property, including without limitation the Common Area and Buildings, except wholly within the confines of the garage.

(i) Any vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes. BY ACCEPTING TITLE TO A DWELLING, THE OWNER PROVIDES TO THE ASSOCIATION THE IRREVOCABLE RIGHT TO TOW OR REMOVE VEHICLES PARKED ON THE OWNER'S LOT OR COMMON AREA WHICH ARE IN VIOLATION OF THIS DECLARATION.

Section 7. Rubbish. It is the Declarant's intention that there will not be community trash dumpsters serving the Properties. So long as there are no community trash dumpsters serving the Properties, the Owners shall be governed by the following terms and conditions. All garbage and trash containers must be placed within the garage when not placed out for pick up and shall be maintained in accordance with rules and regulations adopted by the Board. No garbage or trash shall be placed

anywhere other than in the Owner's trash container and no portion of the Property shall be used for dumping refuse. Each Owner shall be responsible for placing its trash container in its driveway for curb-side pick up by the applicable sanitary waste pick up provider, provided, however, that an Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day. No rubbish, trash, garbage or other waste material shall be kept or permitted on Common Area except in containers located in appropriate areas, if any, and no odor shall be permitted to arise therefrom so as to render Common Area or any property thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants.

Section 8. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear Dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the aforescribed area which is not between the side street and the side Dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

Section 9. Antennas and Roof Structures. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Dwelling or Lot without the prior written approval thereof being first had and obtained from the ARB as required by this Declaration. The ARB may require, among other things, that all such improvements be screened so that they are not visible from adjacent Dwellings or from the Common Areas. No antennae, satellite dish or other improvement will be allowed to be installed in areas of the Dwelling's roof that affect the fire protection panels underneath the Dwelling's roof, which fire protection panels are located along a four (4') foot section of the Party Wall of each Dwelling. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Section 10. Lot Unkeep. After acquiring title from Declarant, all Owners of Lots shall, as a minimum, keep the Lot free and clear of debris.

Section 11. Storage. No articles, objects or other property may be placed, stored or kept in, on or upon a Lot after it has been conveyed by Declarant if such items are thereby visible from adjoining Lots or streets. Storage of items on any patio is limited to outdoor type furniture only.

Section 12. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 13. Alteration to Walls Prohibited. Unless granted permission in writing by either Declarant or the Architectural Review Board, no Lot Owner shall be permitted to alter, add to, attach or affix any object or thing to any Party Wall (other than minor decorative items) or Boundary Fence located upon or bordering his Lot, and only those items added, affixed or attached by Declarant, if any, shall be permitted.

Section 14. Drapes and Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Dwelling without prior written approval of the Board. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling without the prior written approval of the Board. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board. Window treatments facing the street shall be of a neutral color, such as white, beige or off-white tones.

Section 15. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Properties, including without limitation upon any Dwelling or Lot, that is visible from the outside without the prior approval being first obtained from the ARB; provided, however, any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed four and one-half feet (4½') by six feet (6'). Signs displaying the wording "for rent", "for lease" or "for sale" shall not be approved by the ARB.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within VIZCAYA such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Dwellings. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

Section 16. Obstructions. No obstructions such as gates, fences or hedges shall be placed on any Lot so as to prevent access to or use of any of the easements described in this Declaration, except as installed by Declarant. Following completion of construction of any Dwelling, no wall shall be constructed on any Lot, except for replacement walls. In order to preserve the uniform appearance and aesthetics of the community and to facilitate maintenance of the lawn areas, fences are prohibited, except as herein provided and except as initially installed by Declarant.

Section 17. Landscaping. No Owner shall cause or allow any alteration of the landscaping originally installed within his Lot without the prior written consent of the Architectural Review Board. Any shrubs or plantings permitted to be installed on a Lot under this Section shall be maintained by the Association.

Section 18. Fences, Walls and Hedges. Except as to fences or walls originally constructed by Declarant, if any, no fences or walls of any nature may be erected, constructed or maintained upon any Lot within the Properties.

Section 19. Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to VIZCAYA. Boating and personal watercraft (e.g., water skis) are prohibited. No private docks may be erected within any waterbody.

Section 20. Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

Section 21. Leasing of Dwellings. In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Property, the leasing of a Lot by any Owner other than the Declarant shall be subject to the following provisions:

(a) Entire Dwellings may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented. The lease of any Dwelling shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. No lease or sublease shall be for a period of less than seven (7) calendar months (e.g., an Owner cannot lease its Dwelling for seven (7) months or more and then allow the lessee to rent out all or any portion of the Dwelling for

periods of less than seven (7) months) Every lease shall be in writing and must be provided to the Association within fifteen (15) days following execution of the lease

(b) The lease shall also specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease (if applicable). The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Dwelling therefore. All leases are subordinate to any lien filed by the Association, whether prior or subsequent to such lease. If so required by the Association, any Owner desiring to lease a Dwelling may be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one (1) month's rent, which may be used by the Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(c) When a Dwelling is leased, a tenant shall have all use rights in the Property otherwise readily available for use generally by Owners, and the Owner of the leased Dwelling shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Dual usage by an Owner and a tenant of the Property otherwise readily available for use generally by Owners is prohibited.

(d) A covenant shall exist designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of the above referenced declarations or rules and regulations, which covenant shall be an essential element of any such lease or tenancy agreement. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner and shall become part of the assessment against that Owner's Dwelling secured by a lien upon the property against which such assessment is made in accordance with this Declaration, including, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy.

Section 22 Fireworks No sparklers, bottle rockets or any other type or form of fireworks shall be used or ignited in or from the Parcel, on or from the Property or on or from the Common Area.

Section 23 Amendments and Modifications by Declarant Notwithstanding any provisions of this Declaration to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHOA/VA approval (which approval need not be evidenced in the public record), so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VIII without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development. All amendments, modifications, exceptions or variances increasing or reducing the minimum square foot area of Dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant under this Section.

ARTICLE IX – ARCHITECTURAL CONTROL

Section 1. Members of the Architectural Review Board The initial members of the ARB shall consist of persons designated by the Declarant from time to time, and so long as the Declarant owns a Dwelling, the Declarant shall have the right to appoint the members of the ARB. Each of said persons shall hold office until all Lots planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the ARB shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the ARB may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ARB.

Section 2. Purpose and Function of ARB The purpose and function of the ARB shall be to (a) create, establish, develop, foster, maintain, preserve and protect within VIZCAYA a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all Common Area within VIZCAYA. Neither the Declarant nor the ARB, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual (if any) for VIZCAYA or this Declaration.

Section 3. All Improvements Subject to Approval No buildings, structures, walls, fences, pools, pool screens, patios, paving, driveways, satellite dishes, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or Common Area, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or Common area except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the ARB.

Section 4. Standards for Review and Approval Any such review by and approval or disapproval of the ARB shall take into account the objects and purposes of this Declaration and the purposes and function of the ARB. Such review by and approval of the ARB shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of VIZCAYA community in general. The ARB shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any improvement on Properties or Common Area which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for VIZCAYA.

Section 5. Exterior Painting by Owner The ARB must approve any proposed painting of the exterior of the Dwelling by the Owner unless the paint color is the same or substantially similar to the color originally painted. If the proposed painting is approved by the ARB, the ARB shall have the right to impose such conditions as it deems reasonably appropriate. The conditions shall, at a minimum, include the following

- (a) All work and materials shall be at the Owner's sole cost and expense.
- (b) All color selections shall be approved by the ARB and must be the same or substantially similar to the other Dwelling(s) in the Building.
- (c) The painting project must include an entire elevation of the Dwelling (i.e. the entire side of the Dwelling, etc.); and
- (d) If the Association thereafter paints the Building, the Dwelling shall be included as part of the Building paint project and the costs shall be assessed as a Common Expense.

Section 6. Time Limitation on Review. The ARB shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted in accordance with any rules and regulations regarding such submission as shall have been adopted by the ARB. The failure of the ARB to either approve or disapprove the same within such thirty (30) day period shall be deemed to be and constitute a disapproval of such plans, specifications and other materials, subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration.

Section 7. Duration of Approval. Any approval of plans, specifications and other materials, whether by the ARB or by the Declarant or the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ARB on resubmission in any respect.

Section 8. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the ARB of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on Properties or Common Area after having been previously approved by the ARB, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

Section 9. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 10. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the ARB and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the ARB for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the ARB, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ARB, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration, and shall not be

reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the ARB, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

ARTICLE X

INSURANCE AND CASUALTY LOSSES; CONDEMNATION

Section 1. Common Area Insurance. Insurance on the Common Area, other than title insurance, shall be covered by the following provisions.

(a) **Association's Authority to Purchase.** All insurance policies upon the Common Area shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage for general liability, personal property, individual Lot or living expenses of any Owner, but the Owner may obtain such insurance at his own expense; provided, however, such insurance may not be of a nature to affect policies purchased by the Association.

(b) **Coverage**

(i) **Casualty.** All buildings and improvements in the Common Area and all personal property included in the Common Area shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against at least the following:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as from time to time shall be customarily covered with respect to building similar in construction, location and use as the buildings on the land, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

(ii) **Public Liability.** In such amounts and such coverage as may be required by the Board of Directors of the Association.

(iii) **Worker's Compensation Policy.** To meet the requirements of law.

(iv) **Other.** Such other Common Area insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(c) **Premiums.** Premiums for the Common Area insurance shall be a Common Expense, collected from Owners as part of the Installment Assessment. Premiums shall be paid by the Association.

(d) **Proceeds.** All Common Area insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

(e) Distribution of Proceeds. Proceeds of Common Area insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

(f) Reconstruction or Repair After Casualty. The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Common Area shall be repaired or replaced.

(g) Condemnation. In the event that any portion of the Common Area shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Common Area by condemnation shall be deemed to be a casualty and any proceeds received as a result of such taking shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly or adversely affected by the condemnation, as their respective interests may appear; provided, however, the taking of Common Areas shall not be considered to be a direct and adverse affect on any individual Owner.

Section 2. Insurance on Lots and Dwellings. Insurance on Lots and Dwellings, other than title insurance, shall be covered by the following provisions:

(a) Owner's Duty to Purchase Property Insurance. It shall be the individual responsibility of each Owner at his expense to provide homeowners insurance with respect to his own Lot and Dwelling. Each Owner is required to carry homeowners insurance with respect to his respective Lot and Dwelling and to furnish a copy such policy to the Board of Directors upon request. The Board of Directors may, but shall not be required to, request a copy of such insurance policy or certificate of insurance from each Owner on an annual basis or from time to time; provided, however, failure of the Board of Directors to make such a request shall not be deemed a waiver of the right to do so thereafter. The insurance policy carried by the Owner shall name the Association as trustee and attorney in fact for such Owner.

(b) Failure of Owner to Purchase Property Insurance. The Association may purchase homeowners insurance for an individual Owner's Lot and Dwelling and assess the costs of any required insurance to the Owner of such Lot and Dwelling under the following circumstances: (i) the Owner fails to insure such Lot and Dwelling as required by this Declaration; or (ii) such Owner does not when reasonably necessary replace any expired or soon to be expired homeowners insurance on such Owner's Lot and Dwelling. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than a majority of the Board may purchase such homeowners insurance and may assess by Individual Assessment the costs of such insurance. Failure of the Association to purchase such homeowners insurance on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter.

(c) Coverage.

(i) Homeowners Insurance. All Lots and improvements thereon shall be insured in an amount equal to the maximum insurable replacement value as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage to the personal Lot and Dwelling by fire and other hazards covered by a standard extended coverage endorsement;

(2) Any and all risks of loss to the personal Lot and Dwelling, the contents thereof, or the personal liability related thereto; and

(3) Such other risks as from time to time shall be customarily covered with respect to personal dwellings similar in construction, location and use as the personal

Dwellings on the Properties, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm

(s) Other Such other insurance and the Board of Directors of the Association shall determine from time to time to be desirable

(d) Premiums Except as provided in herein, premiums for the described insurance shall be paid by the Owner of the respective Lot

(e) Reconstruction or Repair After Casualty Immediately after the damage or destruction by fire or other casualty to Lot or Dwelling, the Owner of such Lot or Dwelling shall proceed with the filing and adjustment of all claims arising under the insurance policy covering such Lot or Dwelling, provided, further, the Owner shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Such estimates for repair or reconstruction shall be sufficient so as to restore the Lot or Dwelling to substantially the same condition in which it existed prior to the fire or casualty. The Association may undertake such filing and adjustment under the insurance policy as the trustee and attorney in fact for such Owner.

The Board of Directors, in its sole discretion, shall determine whether or not any damaged portion of the Owner's Lot and/or Dwelling, and any improvements thereon, shall be repaired or replaced. Each Owner hereby agrees to assign his or her rights to any insurance proceeds payable as a result of fire or other casualty, excluding proceeds payable for replacement of personal property damaged thereby, to the Association. Proceeds of insurance policies received by the Association as a result of such Owner's assignment shall be distributed and used by the Association as the Board of Directors may determine.

(f) Condemnation In the event that any portion of the Owner's Lot or Dwelling shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the Lot or Dwelling by condemnation shall be deemed to be a casualty and any proceeds received as a result of such taking shall be deposited with the Association and shall be distributed to the Association and to any Owner who is directly or adversely affected by the condemnation, as their respective interests may appear.

Section 3 Fidelity Insurance or Bond The Association shall maintain a policy providing comprehensive fidelity coverage or fidelity bonds to protect against dishonest acts on the part of officers, directors and/or employees of the Association and all others who handle or are responsible for handling funds of the Association. Such coverage shall be in an amount at least equal to the estimated maximum of funds under the control of the Association at any given time, provided, however, that such fidelity coverage or fidelity bonds shall not be in an amount less than the greater of (a) three (3) months' aggregate assessments on all Lots, plus reserve funds, or (b) as required by any U.S. Governmental Mortgage Regulation dealing with fidelity coverage. Such fidelity coverage or bonds shall meet the following requirements:

(a) all such fidelity coverage or bonds shall name the Association as an obligee, and

(b) such fidelity coverage or bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation, including, without limitation, officers, directors, managers and/or employees.

In the event the Association has delegated some or all of its responsibility for handling of funds to a manager or management company, the Association may require the manager or management company to purchase, at its own expense, a policy of fidelity insurance or bonds which fully comply with the provisions of this Section 3.

Section 4 Termite Protection Program At the discretion of the Board, the Association may purchase and maintain a master termite protection program (the "Termite Protection Policy") for all

Dwellings: Such Termite Protection Policy shall be provided by such persons or entities as may be designated by the Board of Directors. The fees for the Termite Protection Policy payable to the service provider shall be a Common Expense payable by the Association and included within the annual budget for which the assessments are levied each year. The Association, or its designees, shall conduct yearly inspections of Dwellings to determine if any corrective action is needed to remedy any termite infestation or potential infestation. Declarant reserves for itself, the Association, and their grantees and designees an easement for ingress and egress to, over and across each Lot and the right to enter upon each Lot for the purpose of exercising its rights and obligations under this Section. Entry into any Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof. An Owner shall not arbitrarily withhold consent to such entry by the Association or its designees for the purpose of discharging any duty or exercising any right granted by this Section, provided that, such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. IN NO EVENT SHALL THE ASSOCIATION BE RESPONSIBLE FOR ANY DAMAGES OR COSTS OF REPAIRS CAUSED BY TERMITE INFESTATION, INSPECTION FOR TERMITE INFESTATION, OR THE REMOVAL OF TERMITE INFESTATION.

ARTICLE XI – MASTER PLAN OF DEVELOPMENT

Section 1. Master Plan of Development The Declarant has on file at its business office, presently located at 5210 Selfort Road, Suite 400, Jacksonville, FL 32256, and on file with the Duval County Planning and Zoning Department, a copy of the master plan of development (the "Master Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments, the approximate size and location of Common Area, and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "Master Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. Deed Restrictions In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Declaration shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3. Withdrawal Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration, provided, that, the Declarant holds title to such portion of the Properties. The Association shall have no right to withdraw land from the Properties.

Section 4. Annexation

(a) **Additions to Properties** Additional land may be brought within the jurisdiction and control of the Association and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's

rights to modify. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another not for profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other not for profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by (i) a majority of the Board; and (ii) sixty six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to this Declaration (the "Supplement") with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A"** unless the Supplement includes a written joinder of the Association approved by (i) a majority of the Board; and (ii) sixty six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(3) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the Class B assessment obligation with regard to Lots which it owns, upon the same terms and conditions as contained in this Declaration.

Section 5. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the Master Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

ARTICLE XII - PARTY WALLS

Section 1. General Rules of Law to Apply. Any wall built as a part of the initial improvements upon the property and placed on the dividing line between Lots is considered to be a Party Wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage caused by negligence or willful acts or commissions apply to the ownership, maintenance and use of such walls.

Section 2. Sharing of Repair, Replacement and Maintenance. The cost of reasonable repair, replacement and maintenance of a Party Wall or roof shall be shared by the Owners who make use of the wall and roof in proportion to such use. The Association may include a reserve for roof replacement in the Installment Assessment. In the event this reserve is insufficient to replace a roof on a Dwelling, the Owner of the Dwelling will be assessed for the shortfall, subject to any applicable prorations as provided in the preceding sentence.

Section 3. Destruction by Fire or Other Casualty. If a Party Wall or roof is destroyed or damaged by fire or other casualty and is not covered by insurance, any Owner who has used the wall or roof shall restore it or have it restored, but in either event, only in conformity with all applicable codes and subject to approvals by the Architectural Review Board; and, if other Owners thereafter make use of the wall or roof, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such Owner to call for larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes any Party Wall or roof to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the necessary protection against such elements or agencies and of repairing all resulting damage.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article is appurtenant to the Lot affected and shall pass to and bind each such Owner's successors in title.

Section 6. Number of Dwellings. No portion of the Property may be combined or resubdivided in any manner so as to increase the number of Lots on the Property from those established by the Plat of the Property.

Section 7. Negligent or Willful Acts Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the Party Wall to be damaged or destroyed shall bear the sole cost of repair and restoration.

Section 8. Enforcement In the event an Owner shall fail to comply with any of his Party Wall obligations pursuant to this Article, including reimbursement or contribution, any aggrieved adjoining Lot Owner shall be entitled to enforce such obligations as provided in Section 2 of this Article, which rights of enforcement shall be in addition to such other rights and remedies as may otherwise be available to such aggrieved Owner.

Section 9. Damage, Reconstruction, Insurance In the event a Dwelling or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom, and commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land, and/or replace improvements within the Common Area in a manner consistent with the surrounding area. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Dwelling, access ways, or Common Areas, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved in advance by the ARB in accordance with this Declaration. Liability insurance coverage shall be obtained in such amounts as the Association may determine from time to time for the purpose of providing liability insurance coverage for the Common Areas and all premiums incurred in connection therewith shall be a Common Expense of all Owners. Each Owner shall at all times maintain, for each Lot and Dwelling owned, adequate casualty insurance to provide for complete reconstruction of the Dwelling after casualty, and liability insurance coverage in such amounts and on such terms as required by this Declaration. The Association shall, at all times, maintain casualty insurance to provide for complete reconstruction of all carports and storage areas after casualty.

ARTICLE XIII- SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF FNMA

Section 1. Information The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and Bylaws, and any rules and regulations in force from time to time, and/or the most recent audited annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Declarant and upon not more than ninety (90) days' notice to the other party to such contract or lease.

Section 3. Reserves The Association shall establish and maintain, out of Installment Assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Common Areas and other portions of the Property which the Association is obligated to maintain.

Section 4. Lender's Notices Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Lot encumbered by its mortgage.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Lot encumbered by its mortgage

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders

Section 5. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association.

ARTICLE XIV – GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of Duval County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Duval County, Florida. Provided, however that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration and such other provisions shall remain in full force and effect.

Section 4. Amendments. This Declaration may be amended from time to time as provided in this Section.

(a) **General Restrictions on Amendments.** Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns, shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration. Prior to Turnover, no amendment shall be valid unless approved by the Declarant, as evidenced by its written order. Any amendment to this Declaration which would affect any SWMS located within the Properties shall have the prior approval of SJRWMD, such approval need not be recorded. No amendment shall be effective unless it is recorded in the Duval County Public Records.

(b) Amendments Prior to Turnover. Prior to Turnover, the Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties. In the event that the Association shall desire to amend this Declaration prior to Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment.

(c) Amendments After Turnover. After Turnover, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board, and (ii) sixty six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which a quorum is present.

Section 5. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 6. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7. Approvals. Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed denied. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

Section 8. Mediation/Arbitration of Disputes. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association; (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based, and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees, and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

Section 9. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT, OR ITS OR THEIR AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE COMMON AREAS, INCLUDING THE RECREATIONAL FACILITIES, THEIR PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE PROPERTY, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT (A) AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION OR IN DOCUMENTS WHICH MAY BE FILED BY DECLARANT FROM TIME TO TIME WITH APPLICABLE REGULATORY AGENCIES, AND (B) AS OTHERWISE REQUIRED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER RECOGNIZES AND AGREES THAT IN A STRUCTURE THE SIZE OF THAT ON THE PROPERTIES, IT IS TYPICAL TO EXPECT BOWING AND/OR DEFLECTION OF MATERIALS. ACCORDINGLY, INSTALLATION OF FINISHES MUST TAKE SAME INTO ACCOUNT. FURTHER, EACH OWNER RECOGNIZES AND AGREES THAT THE EXTERIOR LIGHTING SCHEME FOR THE BUILDING MAY CAUSE EXCESSIVE ILLUMINATION. ACCORDINGLY, INSTALLATION OF WINDOW TREATMENTS SHOULD TAKE SAME INTO ACCOUNT. AMONG OTHER ACTS OF GOD AND UNCONTROLLABLE EVENTS, HURRICANES AND FLOODING HAVE OCCURRED IN FLORIDA AND THE PROPERTIES ARE EXPOSED TO THE POTENTIAL DAMAGES FROM FLOODING AND FROM HURRICANES, INCLUDING, BUT NOT LIMITED TO, DAMAGE FROM STORM SURGES AND WIND-DRIVEN RAIN. WATER OR OTHER DAMAGES FROM THIS OR OTHER EXTRAORDINARY CAUSES SHALL NOT BE THE RESPONSIBILITY OF THE DECLARANT OR ANY OTHER PARTY. TO THE MAXIMUM EXTENT LAWFUL DECLARANT HEREBY DISCLAIMS ANY AND ALL AND EACH AND EVERY EXPRESS OR IMPLIED WARRANTIES, WHETHER ESTABLISHED BY STATUTORY, COMMON, CASE LAW OR OTHERWISE, AS TO THE DESIGN, CONSTRUCTION, SOUND AND/OR ODOR TRANSMISSION, EXISTENCE AND/OR DEVELOPMENT OF MOLDS, MILDEW, TOXINS OR FUNGI, FURNISHING AND EQUIPPING OF THE PROPERTIES, COMMON AREAS AND/OR RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. COMPLIANCE WITH PLANS, ALL WARRANTIES IMPOSED BY STATUTE AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES OF ANY KIND OR CHARACTER. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS WHETHER FROM THE DECLARANT OR ANOTHER PARTY) SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL

OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN THE LOTS, DWELLINGS AND/OR OTHER PORTIONS OF THE PROPERTIES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A DWELLING EACH OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT FROM ANY AND LIABILITY RESULTING FROM SAME.

Section 10. Authority of the Board. Except when a vote of the Voting Interests is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board, and the Association and the Owners shall be bound thereby.

Section 11. Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of VIZCAYA and sales and re-sales of Lots or Dwellings and/or other properties owned by Declarant or others outside of VIZCAYA. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of VIZCAYA, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Dwellings. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond Turnover.

Section 12. Modification. The development and marketing of VIZCAYA will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of VIZCAYA to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 13. Promotional Events. Prior to Turnover, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within VIZCAYA and/or on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market VIZCAYA and Dwellings in advertisements and other media by making reference to VIZCAYA, including, but not limited to, pictures or drawings of VIZCAYA, Common Areas, Parcels, Lots and Dwellings constructed in VIZCAYA. All logos, trademarks, and designs used in connection with VIZCAYA are the property of Declarant, and Association shall have no right to use the same except with the express written permission of Declarant.

Section 14. Additional Development. If Declarant withdraws portions of VIZCAYA from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

Section 15. Representations. Declarant makes no representations concerning development both within and outside the boundaries of VIZCAYA including without limitation, the number, design, boundaries, configuration and arrangements, prices of all Parcels, Lots, Dwellings and buildings in all other proposed forms of ownership and/or other improvements on VIZCAYA or adjacent to or near VIZCAYA, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Lots or Dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 16. Reliance. BEFORE ACCEPTING A DEED TO A LOT, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT VIZCAYA TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF VIZCAYA ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO VIZCAYA. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF VIZCAYA, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO VIZCAYA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF VIZCAYA HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 18. Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the SWMS or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording

of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the SWMS occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the SWMS or drainage system, Declarant shall assign all its rights, obligations and duties thereunder, including those arising under the SJRWMD Permits, to the Association. The Association shall assume all such rights, duties and liabilities, including those arising under the permits, and shall indemnify and hold Declarant harmless therefrom.

**ARTICLE XV- DECLARANT
AND ASSOCIATION LIABILITY**

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTIES. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR THE USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTIES, 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 PROPERTIES MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTIES, ALL OWNERS OR USERS OF SUCH PROPERTIES SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned, being the Declarant herein has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 25th day of August, 2006.

WITNESSES

DEVELOPER:

PULTE HOME CORPORATION,
a Michigan corporation

Bonnie Odell
Print Name: Bonnie Odell

Denise M. Downey
Print Name: Denise M. Downey

By: [Signature]
Name: Christine R. Braun
Title: Attorney In Fact
Date: 8/25/06

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 25th day of August, 2006, by Christine R. Braun as Attorney in Fact of PULTE HOME CORPORATION, a Michigan corporation, on behalf of the company. [He] [She] ☒ is personally known to me or ☐ has produced _____ as identification.

Linda A. Schaedel
Notary Public
LINDA A. SCHAEDEL
Print Name
My commission expires June 25, 2009

Exhibits

- *A* - Properties
- *B* - Articles of Incorporation
- *C* - Bylaws
- *D* - Common Areas



Linda A. Schaedel
Commission # DD437799
Expires June 25, 2009
Surrey Title Plan - Insurance Inc. 800-865-7510

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JOINDER

VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC.

VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("**Association**") does hereby join in the DECLARATION FOR VIZCAYA ("**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of August, 2006.

WITNESSES:

VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation

Sherry Greensted
Print Name: Sherry Greensted
Michael Basil
Print Name: Michael Basil

By: Bill Genovese
Name: Bill Genovese
Title: President

(SEAL)

STATE OF FLORIDA)
COUNTY OF Duval) SS:

The foregoing instrument was acknowledged before me this 25th day of August, 2006 by Bill Genovese, as President of VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification.

My commission expires June 25, 2009 Linda A. Schaedel
NOTARY PUBLIC, State of Florida at Large
Print Name LINDA A. SCHAEDEL



Linda A. Schaedel
Commission # DD437799
Expires June 25, 2009
Society Trust Plan - Insurance, Inc. 800-366-7219

Exhibit "A"
Legal Description

A portion of Section 2, Township 3 South, Range 28 East, together with a portion of Section 35, Township 2 South, Range 28 East, Jacksonville, Duval County, Florida, also being a portion of those lands described and recorded in Official Records Volume 12329, page 774 of the Current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of Beach Boulevard (State Road No. 212), a 200 foot right of way as now established, with the Westerly right of way line of Hodges Boulevard, a 200 foot right of way as now established, thence South 00°30'32" East, along said Westerly right of way line, 398.72 feet to the point of curvature of a curve concave Westerly, having a radius of 3719.72 feet; thence continue Southwesterly along said Westerly right of way line and along the arc of said curve, through a central angle of 13°13'45", an arc length of 858.86 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 06°06'21" West, 856.95 feet.

From said Point of Beginning, thence continue Southwesterly along said Westerly right of way line of Hodges Boulevard the following two courses: Course 1) along the arc of a curve concave Westerly, having a radius of 3719.72 feet, through a central angle of 04°03'15", an arc length of 263.20 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 14°44'51" West, 263.15 feet; Course 2) South 16°46'28" West, 2179.64 feet an intersection with the approximate centerline of Open Creek and Reference Point A; thence Westerly and Northwesterly along the meanderings of said centerline of Open Creek the following five courses: Course 1) North-Northwesterly, 936 feet, more or less; Course 2) West-Northwesterly, 655 feet, more or less; Course 3) North-Northwesterly, 345 feet, more or less to a point lying on the Easterly line of Jacksonville Golf & Country Club Unit One – A, as recorded in Plat Book 49, pages 66, 66A – 66C of said public records; Course 4) Northerly, along said Easterly line, 869 feet, more or less to the Northeasterly corner of said plat; Course 5) Northerly, departing said Easterly line and along the Easterly line of those lands described and recorded in Official Records Volume 8514, page 297 of said public records, 62 feet, more or less to a point lying on the Southerly line of Wolf Creek as recorded in Plat Book 57, pages 62, 62A through 62J of said public records, said point lying North 40°06'31" West, 2457.74 feet from said Reference Point A; thence North 89°29'48" East, along said Southerly line, 882.13 feet to the Southeasterly corner of said Wolf Creek; thence North 00°29'54" West, along the Easterly line of said Wolf Creek, 441.72 feet; thence North 89°30'08" East, departing said Easterly line, 1401.21 feet to the Point of Beginning.

Containing 73.86 acres, more or less.

AUG. 24. 2006 10:33AM

PENNINGTON LAW FIRM

PAGE 001/003

FLORIDA NO 965

Exhibit "B"

State of Florida



Department of State

I certify from the records of this office that VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on August 23, 2006.

The document number of this corporation is N06000008954.

I further certify that said corporation has paid all fees due this office through December 31, 2006, 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, 006A00052091-082406-N06000008954-1/1, noted below.

Authentication Code: 006A00052091-082406-N06000008954-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of August, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State

AUG. 24. 2006 10:03AM

PENNINGTON LAW FIRM

PAGE 002/003

Florida NO. 965pt of State

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of VIZCAYA AT BODGES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on August 23, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number B06000211603. 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 N060000008954.

Authentication Code: 006A00052091-082406-N060000008954-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of August, 2006

Sue M. Cobb
Sue M. Cobb
Secretary of State

H06000211603 3

**ARTICLES OF INCORPORATION
OF
VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I - NAME

The name of this corporation is VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC. (the "Association")

ARTICLE II - PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 5210 Belford Road, Suite 400, Jacksonville, FL 32256, which office may be changed from time to time by action of the Board of Directors.

ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be STERLING FIN & MGMT, INC., 6320 St Augustine Road, Suite 6B, Jacksonville, FL 32217

ARTICLE IV - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property described in that certain DECLARATION FOR VIZCAYA TOWNHOMES (the "Declaration"), to be recorded among the Public Records of Duval County, Florida, and any amendments or modifications thereof (the "Declaration") relating to the Properties (as defined in the Declaration) and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the maintenance of the Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. For the foregoing purposes, this Association is empowered to,

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

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(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon the approval of (i) a majority of the Board of Directors, and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's assessment collection rights;

(5) dedicate, sell, or transfer all or any part of this Association's property for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by sixty six and two-thirds (66 2/3%) percent of the Voting Interests, agreeing to such dedication, sale or transfer,

(6) grant easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto;

(7) participate in mergers and consolidations with other non-profit corporations organized for similar purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have been approved by (i) a majority of the Board of Directors; and (ii) sixty six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present,

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area, including but not limited to, any Surface Water Management System ("SWMS"), and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(10) operate, maintain and manage the SWMS in a manner which is consistent with the SJRWMD Permit requirement and applicable St. Johns River Water Management District rules and the Army Corps of Engineers Permit No. SAJ-2005-4058 PRJ, and to assist in the enforcement of the terms and conditions of the Declaration which relate to the Stormwater Management District;

(11) sue or be sued,

(12) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration, and

(13) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise.

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ARTICLE V- MEMBERSHIP AND VOTING RIGHTS

A. This Association shall be a membership corporation, without certificates of shares of stock.

B. Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association.

C. The share of an Owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such Owner's or member's Lot.

ARTICLE VI - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which prior to Turnover, shall consist of three (3) directors, and thereafter shall consist of five (5) directors. Directors shall be members of the Association; provided, however, prior to Turnover, Directors need not be members of the Association. The names and addresses of the persons, who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

Bill Genovese	5210 Belfort Road, Suite 400 Jacksonville, FL 32256
Carissa Hammel	5210 Belfort Road, Suite 400 Jacksonville, FL 32256
Shawn Budd	5210 Belfort Road, Suite 400 Jacksonville, FL 32256

The initial Board of Directors herein designated shall serve until Turnover, and until the Turnover meeting. Directors elected at the first such Turnover meeting shall serve on the Board as set forth in the Bylaws.

ARTICLE VII - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:	Bill Genovese 5210 Belfort Road, Suite 400 Jacksonville, FL 32256
Vice President:	Carissa Hammel 5210 Belfort Road, Suite 400 Jacksonville, FL 32256

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Secretary/ Treasurer	Shawn Budd 5210 Belfort Road, Suite 400 Jacksonville, FL 32256
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ARTICLE VIII - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Christian F. O'Ryan	2701 North Rocky Point Drive Suite 900 Tampa, Florida 33607

ARTICLE IX - DISSOLUTION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association will exist in perpetuity. However, this Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than sixty six and two-thirds (66 2/3%) percent of the Voting Interests. Upon termination, dissolution or final liquidation of this Association, other than incident to a merger or consolidation, the assets of this Association, including but not limited to any SWMS, must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation. In no event shall such assets inure to the benefit of any member or other private individual.

ARTICLE X - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

ARTICLE XI - AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) Prior to Turnover, the Board of Directors may amend these Articles by a majority vote of the Directors.

Thereafter, these Articles may be amended as follows:

(2) If the Board of Directors wish to amend the Articles, the Directors must adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at an annual meeting or special meeting of members entitled to vote on the proposed amendment.

(3) Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote.

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(4) The proposed amendment must be adopted by a majority of the Voting Interests present at a meeting either in person or by proxy, at which a quorum is present.

or

(5) members entitled to vote on proposed amendments to the Articles may amend the Articles without action by the Directors at a meeting for which notice of the changes to be made is given and the assent of fifty one percent (51%) of the entire Voting Interests.

B. Any number of amendments may be submitted and voted upon at any one meeting.

C. No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration.

D. No amendment shall be effective until a copy of such amendment shall have been certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Duval County, Florida.

ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - INTERPRETATION

Express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this 23 day of Aug., 2006.



CHRISTIAN F. ORYAN
Subscriber

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., at the place designated in these Articles of Incorporation, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provisions of the laws of the State of Florida relative to keeping such open office. The undersigned accepts responsibility for maintaining copies of all further permitting actions by SWFWMD for the benefit of the Association.

Dated this 23rd day of August, 2006


JOE HAOSH
Registered Agent

Registered Office:

Storling Fin. & Mgmt. Inc.
6320 St. Augustine Road
Suite 68
Jacksonville, FL 32217

Principal Corporation Office

5210 Belfort Road, Suite 400
Jacksonville, FL 32256

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Exhibit "C"

BYLAWS
OF
VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I - NAME AND LOCATION

Section 1. Name. The name of the corporation is VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC. (the "Association").

Section 2. Location. The principal office of the Association shall be located at 5210 Belfort Road, Suite 400, Jacksonville, FL 32256, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

All initially capitalized terms not defined herein shall have the meanings set forth in the DECLARATION FOR VIZCAYA TOWNHOMES, recorded among the Public Records of Duval County, Florida, and any amendments or modifications thereof (the "Declaration"). "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on a designated day in November of each year hereafter, at the hour designated by the Board of Directors in the notice provided hereinbelow. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty-five percent (25%) of all Voting Interests.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the Voting Interests shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, Voting Interests may be voted in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association. Every proxy shall be revocable and shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

Section 6. Place. All Members meetings shall be held within the State of Florida as may be directed by the Board of Directors.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which prior to Turnover, shall consist of three (3) directors. Directors shall be members of the Association; provided, however, prior to Turnover, Directors need not be Members of the Association. The Members, by majority vote of the Voting Interests (in person or by proxy) at a duly noticed annual or special meeting at which a quorum is present, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than five (5) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Turnover and until the Turnover meeting, at which time the members shall elect five (5) directors. Directors elected at the first such annual membership meeting shall serve on the Board as determined by the number of votes cast for each elected Director as follows: (i) the two (2) Directors receiving the highest number of votes shall serve on the Board for two (2) years and (ii) the remaining three (3) Directors receiving the lowest number of votes shall serve on the Board for one (1) year each. Subsequently elected directors shall be elected for a term of two (2) years. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Provided; that, prior to Turnover the Declarant shall have the right to name Directors.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Voting Interests (in person or by proxy) at a duly noticed meeting of the Members in which a quorum is present. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, provided that prior to Turnover Declarant shall have the right to name successor Directors.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the

Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the Voting Interests (in person or by proxy). At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the members or at any special meeting when such statement is requested in writing by twenty-five percent (25%) of the Voting Interests;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

- (c) as more fully provided in the Declaration, to:
- (1) fix the amount of the Installment Assessment against each Lot at least thirty (30) days in advance of each Installment Assessment period.
 - (2) send written notice of such Installment Assessment to every Owner subject thereto at least thirty (30) days in advance of each Installment Assessment period, and
 - (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same
- (d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association, and
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate

ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1 Enumeration of Officers The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Prior to Turnover, officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2 Election of Officers The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3 Term The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4 Special Appointments The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5 Resignation and Removal Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX - COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out purposes of the Association.

ARTICLE 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 Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit"

ARTICLE XII - AMENDMENT

Section 1. These Bylaws may be amended from time to time at a regular or special meeting of the Directors, by a majority vote of the Directors.

Section 2. No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration.

ARTICLE XIII - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

I, Shawn Budd, do hereby certify that

I am the duly elected and acting Secretary of VIZCAYA AT HODGES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit; and

The foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 25th day of August, 2006.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 25th day of August, 2006.


Shawn Budd, Secretary

(CORPORATE SEAL)

Exhibit "D"
Common Area

Tracts "A", "B-1", "B-2", "D", "E", "F", "G", "H", "J", "K", "L", "M" and "N", VIZCAYA, according to the map or plat thereof as recorded in Plat Book ____ at Page ____ of the Public Records of Duval County, Florida.

The Plat Book and Page recording information will be added by Amendment