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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
MARKLAND

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FOR
MARKLAND

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DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
MARKLAND

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARKLAND ("Declaration") is made this 14 day of October, 2015, by SOUTHAVEN LAND ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I.
MUTUALITY OF BENEFIT AND OBLIGATION

1.1 Mutuality. The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II.
DEFINITIONS

The following words, when used in this Declaration shall have the following meanings:

2.1 Association. The Markland Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

2.2 Board. The Board of Directors of the Association.

2.3 CDD. The Southaven Community Development District for as authorized by the Board of County Commissioners of St. Johns County, Florida by Resolution No. 2014-22.

2.4 Common Area. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, or by the Association, and which the Developer has

designated for the common use of the Owners by reference thereto in this Section 2.4, or by recording a Supplementary Declaration, pursuant to the terms of Section 4.3 hereof. The Common Area initially designated by the Developer shall consist of the real property (and interests therein) more particularly described on Exhibit B attached hereto and made a part hereof together with all improvements constructed therein by Developer, but not owned or maintained by a public or private utility company.

2.5 Developer. Southaven Land Associates, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Southaven Land Associates, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon Southaven Land Associates, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Southaven Land Associates, LLC and develop and resell the same.

2.6 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between any Lot line and the nearest edge of the paved road surface, the nearest shore line of any lake contiguous to or within forty (40) feet of such Lot, and the landscaped screening areas located at the rear or side of certain Lots as depicted on the applicable plats (the "Landscaped Screening Areas"), together with any other portion of the Property contiguous to a Lot which as a result of the natural configuration of the Property is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined solely by the Board of Directors of the Association. Except as approved pursuant to Article IX of this Declaration, no change shall be made to any landscaping improvements, existing vegetation or fences located within any Landscaped Screening Areas constituting Limited Common Area. In the event that any such Landscaped Screening Areas shall have been conveyed to the CDD, any such change shall require the prior written approval of the CDD.

2.7 Lot. Each platted lot located within the Property which is designated by the Developer by recorded covenant or deed restriction, for single family residential use. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

2.8 Owner. The record owner or owners of any Lot.

2.9 Property or Markland. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

2.10 PUD. Planned Unit Development Ordinance Number 2014-21 as enacted by the Board of County Commissioners of St. Johns County, Florida, as the same may be amended from time to time.

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

ARTICLE III.
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

3.2 Additional Lands. The Developer or the Association (upon the approval of its Board of Directors and with the consent of the owner of the additional land) may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be substantially contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous), and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V of this Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer, the Association and the owner of the additional land, as applicable, with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner, any mortgagee of land within the Property or any other party, other than the owner of the additional land, if applicable.

3.3 Withdrawal of Lands. The Developer or the Association (upon the approval of its Board of Directors and with the consent of the affected land owner) may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer, the Association and the affected land owner, as applicable, with respect to the lands to be withdrawn.

ARTICLE IV.
COMMON AREA RIGHTS

4.1 Conveyance of Common Area. Developer agrees that all of the Common Area owned by Developer shall be conveyed or assigned to the Association, subject to covenants, easements, restrictions and other matters of record, on or before the date which is one hundred twenty (120) days after the Developer shall no longer own any Lots, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

4.2 Owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

(a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

(b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the PUD;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;

(e) The rights of the Developer and the Association under Sections 3.2 and 3.3 to add to or withdraw land from the Common Area;

(f) Easements, restrictions, agreements and other matters of record; and

(g) The right of Association to convey, mortgage or otherwise encumber any or all of the Common Area.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

4.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially contiguous). For so long as the Developer shall own any Lot, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner which is so affected. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal shall comply with the requirements of Section 3.3 hereof. No land owned by the Developer shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.6 hereof, or subsequently designated as such by the Developer pursuant to Section 2.6 hereof and this Section 4.3, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 4.3, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

4.4 Maintenance of Common Area and Compliance with Applicable Permits.

(a) The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), or St. Johns County, Florida (the "County"), and in accordance with the PUD. Notwithstanding any provision of this Declaration to the contrary, the CDD and the Association shall be responsible for the maintenance, operation and repair of specific portions of the Stormwater Management System, as more particularly set forth in the applicable permits for the construction and operation thereof, including without limitation, any temporary or permanent wetland mitigation monitoring that may be required by such permits. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to

provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified, as approved by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the CDD shall for any reason fail to operate, maintain or repair the portions of the Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law or this Declaration, the Association shall have the right to take such action on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

4.5 Easement for Maintenance Purposes. The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Stormwater Management System, or other portions of Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual, special and area assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

5.2 Purpose of Assessments; Special Assessments.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes,

insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4 hereof, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area, including the Stormwater Management System. To the extent that such maintenance shall not be provided by the CDD, the maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all or any portion of the Stormwater Management System and any applicable mitigation or preservation areas, including but not limited to, work within retention areas, drainage structures and easements. Any assessments which may be collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) The Board of Directors may by a majority vote of its members, levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or any cost sharing or similar agreement to which the Association is or may become a party. Special assessments shall be allocated among the Owners as provided in Section 5.3 hereof.

5.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon an equal amount per Lot. The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of St. Johns County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than semi-annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

5.4 Area Assessments. The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time, including without limitation the cost of security and landscaping services, which shall benefit only Specific Lots (the "Area Assessments"). The Area Assessments shall be levied against only those Lots that receive the benefit of such services and shall be allocated among only the Owners of such Lots on an equal basis. The identity of the Lot or Lots that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

5.5 Capital Contributions. Upon each and every conveyance to any party (the "Buying Party") of any Lot on which a home has been completed, the Buying Party shall be required to make a capital contribution to the Association in the sum of Five Hundred and No/100 Dollars (\$500.00). Capital contributions collected pursuant to this section 5.5 may be used for any purpose reasonably contemplated by this Declaration or the Association's Articles

of Incorporation or Bylaws, as determined in the reasonable discretion of the Association's Board of Directors.

5.6 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs of collection, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If any assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association which shall specifically include without limitation reasonable attorneys' fees for pre-trial demands, preparation, trial and appeal. Upon receipt of a written request therefor from any Owner, the Association shall provide such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

5.7 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the lien for assessments which have become due and payable prior to a sale or transfer of the Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085 Florida Statutes, or any statute of similar import.

5.8 Developer's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, and other portions of the Property owned by the Developer shall not be subject to any annual, special or area assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the operating expenses of the Association (which operating expenses shall not include any bad debt or similar expense) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the operating expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Developer and shall

continue until (i) Developer shall no longer have the control the Association's Board of Directors; or (ii) the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating deficits, the Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Property.

5.9 Bulk Rate Service Agreements. As a common service to the Owners, the Association may, but shall not be obligated to, enter into contracts ("Common Service Contracts"), including bulk rate service agreements, with providers ("Service Providers") of cable television, internet access, telephone and similar utilities for the construction, management, maintenance, modification and operation of such systems and utilities ("Common Systems"). All expenses incurred by the Association in connection with any Common Service Contract or Common System shall constitute an expense which may be funded through the collection of assessments pursuant to this Article V; provided however, if particular or additional services or benefits are provided to particular Lots or building parcels, the benefitted Owner shall pay the Service Provider directly for such services, or the Association may assess such costs as an Area Assessment pursuant to Section 5.4 hereof. The terms of any Common Service Contract may obligate individual Owners to execute subscription agreements or other contracts directly with the applicable Service Providers, or alternatively, the Association may execute Common Service Contracts on behalf of all Owners. All such agreements or other contracts may contain terms and conditions relating to the use and access of the systems described therein which, if violated by the Owner or any other person, may result in services to the applicable Lot or building parcel being terminated by the Service Provider or the Association. The termination of service for such a violation shall not relieve the applicable Owner of the continuing obligation to pay that portion of assessments or other Association charges pertaining the applicable Common Service Contract or Common Systems. The Association shall have no obligation to utilize any particular Service Provider and all Common Service Agreements shall contain such terms and provisions as the Association shall reasonably deem appropriate in its sole discretion.

5.10 Disclaimers as to Bulk Services. With respect to any Common Systems that are provided pursuant to Section 5.9 hereof, all Owners and occupants of any portions of the Property are hereby notified as follows:

(a) All Service Providers and the Common Systems provided by them may be subject to federal, state or local regulations, laws and ordinances. Such regulations, laws and ordinances may have a significant impact on certain aspects of the Common Systems including, but without limitation, the fees charged, the method of delivery and the relative rights and responsibilities of the Common System users and Service Providers. The impact of all such regulations, laws and ordinances are beyond the control of the Developer and the Association, and accordingly, neither the Developer nor the Association shall have any responsibility to any Owner therefor.

(b) Each Owner acknowledges and agrees that the Developer and the Association, by virtue of their respective contractual relationships with Service Providers, may

gain access to information relating to the individual use of the Common Systems by Owners including account and content information. In recognition of this fact, each Owner waives any privacy rights that such Owner may have in any such information, as well as any claims relating thereto against the Developer, the Association or their respective affiliates, successors, assigns, constituent members or related parties. Further, each Owner acknowledges and agrees that the acquisition of such information by the Developer or the Association shall not create any duty on the part of the Developer, the Association or any other party to act in any manner with respect to such information.

(c) Neither the Developer nor the Association nor any of their respective affiliates, successors, assigns, agents, employees, constituent members or other related parties shall be liable to any Owner or other party for any direct, indirect, incidental, special, punitive, consequential or other damages, losses, allegations, claims, suits or other proceedings, expenses, liabilities or costs (including attorneys' fees), including without limitation, loss of profits, earnings, business opportunities, data, inaccuracy of data, cost of procurement of substitute goods or services or personal injury (including death) resulting from, arising out of or in connection with, directly or indirectly, any Owner's or other party's use of any Common System services provided pursuant to a Common Service Contract, including without limitation (i) any contention that the use of a Common System by an Owner or other party infringes on the copyright, trademark, patent, trade secret, confidentiality, privacy or other intellectual property or contractual right of any party; (ii) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, non-deliveries, mis-deliveries, transmission or any failure of performance of the Common System; (iii) acts or occurrences beyond the reasonable control of applicable Service Providers, including without limitation, fire, lightening, explosion, power surge or failure, wars, acts of God, any law, order, regulation or requirement of any governmental or legal body or representative thereof; (iv) the content of services available on the internet or otherwise through any Common System, including the accuracy, quality and confidentiality of information obtained through third parties through such Common System; or (v) the activities of other internet users in accessing or monitoring any Owners' or other parties' personal computers or use thereof.

(d) Neither the Developer nor the Association nor their respective affiliates, successors, assigns, constituent members or related parties shall be responsible for any damages, including the loss or damage of destruction of property, personal injury (including death), lost data, lost profits or lost opportunities, resulting from any interruption or termination of any services provided to Owners by any Common System. Each Owner acknowledges that all such services are subject to periodic interruption from time to time.

5.11 Notice of Transfer. Prior to the conveyance or transfer of any Lot or other portion of the Property, the Owner thereof shall obtain from the Association, a written statement of any and all assessments, costs, or other charges owed to the Association by such Owner with respect to such portion of the Property. All such assessments, costs and other charges shall be paid simultaneous with the closing of such Owner's conveyance or transfer of such portion of the Property, and in the event that the same shall not be paid, both the Owner and the Owner's grantee shall be jointly and severally responsible for the payment of same, and such portion of the Property shall be subject to the Association's lien for such unpaid sums as more particularly set forth in Article V of this Declaration. Following the closing of any

such conveyance or transfer, the new Owner shall, within fifteen (15) days of the effective date of such conveyance or transfer, notify the Association of the name and mailing address of the new Owner.

ARTICLE VI.
UTILITY PROVISIONS

6.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. To the extent available and as required by St. Johns County, Florida, reclaimed water shall be used for irrigation purposes on all Lots. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which exclusively serve, the Lots owned by such Owner. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Association.

6.2 Sewage System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for all buildings and improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which exclusively serve, the Lot owned by such Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

6.3 Solid Waste Recycling. Each Owner shall participate in any available solid waste recycling program instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads, if constructed within the Property, shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

6.4 Utility Services. It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to the portions of the Property owned by such Owner.

ARTICLE VII.
EXTERIOR MAINTENANCE ASSESSMENT

7.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area, or any improvement located thereon, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but shall not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean up and yard maintenance. Each affected Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the

Association that such maintenance is necessary before the Association undertakes the maintenance.

7.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 7.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article V of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Article V of this Declaration, and shall be subordinate to mortgage liens to the extent provided by Section 5.7 hereof.

7.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 7.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

ARTICLE VIII.
USE RESTRICTIONS AND RIGHTS AND EASEMENTS
RESERVED BY DEVELOPER

8.1 Residential Use. The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 8.1. Such Lots may be used for model homes during the development and sale of Lots within the Property or other uses that are (i) permissible under the PUD; and (ii) expressly authorized in writing by the Developer, in its sole discretion. No Lot shall be divided, subdivided, reduced in size or combined with another Lot without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided or combined pursuant to this Section 8.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

8.2 Lot Coverage and Living Area. The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots shall be as stated in the PUD and the minimum and maximum square footage of heated and air conditioned space within single family residences to be constructed thereon shall be as stated in the Design Guidelines adopted by the Developer or the Association as applicable, pursuant to Article IX hereof.

8.3 No Detached Buildings. No tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer. Detached garages shall be reviewed in accordance with the architectural review process described in Article IX hereof.

8.4 Setbacks. The building setbacks applicable to the Lots and the method of measurement thereof shall be as stated in the Design Guidelines adopted by the Developer or the Association, as applicable, pursuant to the terms of Article IX hereof.

8.5 Landscaping. Landscaping shall be installed on each Lot as stated hereafter.

(a) A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of initial construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with only the grass varieties specified by the Design Guidelines described in Article IX will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots and Limited Common Areas. All such sprinkler systems shall be designed to use reclaimed irrigation water. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake. All landscaping plans shall also comply with all applicable portions of the Design Guidelines.

(b) A minimum of fifty percent (50%) of all shrub material used in landscaping each Lot shall be drought resistant or native to the Southeastern Atlantic coastal plain. Preservation of existing, native plants shall be encouraged.

(c) Except as approved pursuant to Article IX of this Declaration, no change shall be made to any landscaping improvements, existing vegetation or fences located within any Lot or Limited Common Area. In the event that any Landscaped Screening Areas constituting Limited Common Area shall have been conveyed to the CDD, any such change shall require the prior written approval of the CDD.

(d) Subsequent to approval by the Developer of landscaping plans submitted pursuant to subparagraph (a) above, the Owner shall be obligated to complete the landscaping of such Owner's Lot and Limited Common Area in accordance with such plans and subparagraph (a) above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Developer shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VII of this Declaration. The Developer shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected in the same manner as assessments are collected pursuant to Article V of this Declaration.

8.6 Motor Vehicles and Boats. No watercraft (including without limitation, boats and jet skis), recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or

repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Four wheel passenger automobiles must be stored only on the Owner's driveway or within a garage and not on any other portion of a Lot or other parcel within the Property. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer. Four wheel passenger automobiles may be parked on paved streets within the Property on a temporary basis, provided that the same are not parked so as to impede traffic flow or interfere with access by emergency vehicles of any description.

8.7 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, radio, cable or internet reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

8.8 Antenna. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with Design Guidelines imposed by the Developer or the Association from time to time.

8.9 Lakes. Only the Developer, the Association and the CDD shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Property for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer, the Association and the CDD shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No Owner shall have the right to place herbicide or any other chemicals within any lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 8.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Property. The Association shall have the right to deny such use to any person who in the

opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

8.10 Insurance and Casualty Damages. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

8.11 Trees. Except in connection with the initial development of Property by the Developer, no tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

8.12 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

8.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

8.14 Lighting. No lighting shall be permitted which alters the residential character of the Property.

8.15 Animals. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. By rule adopted by the Board from time to time, the Board may specify the maximum number and/or sizes of dogs, cats and other pets which may be kept on any Lot.

8.16 Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and adjacent Limited Common Areas and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the Property in accordance with the provisions of Article VII hereof. Further, in the event that any landscaped or natural areas shall be removed or altered without approval pursuant to Article IX hereof, the Developer and the Association shall have the right to require that the applicable owner restore such areas, and such obligation may also be enforced in accordance with the provisions of Article VII hereof. During construction of each home or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot. By rule adopted by the Board from time to time, the Board may specify the location for construction entrances and routes through the Property which shall be used by all parties participating in construction activities within the Property. Further, by rule adopted by the Board from time to time, the Board may specify exclusive locations for concrete washouts and similar uses occurring in connection with all such construction activities.

8.17 Fences. Except as approved by the Developer, no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property. Any fence installed in conjunction with the initial construction of a home on any Lot or Limited Common Area shall be maintained in a state of good repair and replaced as necessary by the Owner of the applicable Lot. Further, no such fence may be removed or altered without the approval of the Developer pursuant to Article IX hereof.

8.18 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

8.19 Natural Gas Service. Each home constructed within the Property shall be plumbed with natural gas connections suitable for connections with the central natural gas distribution system and lines that are located or to be located within the Property, so as to permit natural gas appliances and systems to be installed within such homes. Further, each home within the Property shall be initially constructed with an energy efficient natural gas cooking range and water heater, and the necessary piping to permit the installation of an energy efficient natural gas clothes dryer. The aforesaid appliances shall be deemed to be "energy efficient" if such appliances qualify for payment of allowances by Peoples Gas System, a division of Tampa Electric Company, pursuant to its energy conservation plan at the time of installation. The Developer shall have the right in the case of reasonable hardship and in its sole discretion, to waive the provisions of this Section 8.19 with respect to any particular home to be constructed upon a Lot. The Association and any provider of natural gas service shall

have the right, upon reasonable prior notice to the applicable Owner, to enter such Owner's residence for the purpose of inspection of all natural gas piping, connections, appliances, and other components of the natural gas distribution lines constructed within such residence.

8.20 Sidewalk Construction. Each Owner of a Lot who shall construct a home on such Lot shall construct any required sidewalk on or at the front of such Lot or within the applicable Limited Common Area as required by and in accordance with the applicable subdivision construction plans submitted to and approved by St. Johns County, Florida. Any such sidewalk shall be completed prior to the issuance of a certificate of occupancy for any home constructed upon such Lot.

8.21 Prohibition Against Garage Sales. Without the prior written consent of the Association, no garage sales, yard sales or estate sales, which include the sale of household type items or furnishings displayed on the driveway, yard or in the garage shall be permitted on any Lot or Limited Common Area appurtenant thereto.

8.22 Common PUD. Due to the integrated nature of the Property and the lands described in the PUD, no Owner, or any other person or entity shall construct any improvements upon the Property, nor take any action, which in the sole opinion of the Developer, would result in a violation or modification of the terms and provisions of the PUD, as the same may be amended from time to time, without the prior written consent of the Developer.

8.23 Compliance with Laws. All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

8.24 Platting and Additional Restrictions. The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

8.25 Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

8.26 Easements for Ingress, Egress, Utilities and Drainage. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

8.27 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 8.27 to the contrary, neither the Developer, the CDD nor the Association shall take any action which shall alter the Stormwater Management System beyond maintenance in its original condition without the prior written approval of the SJRWMD.

8.28 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

8.29 Additional Utility Easements. The Developer reserves for itself, and its successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, or other electronic communications of any form, for propane or natural gas pipes, mains and related equipment, or for any improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. With the exception of temporary overhead utility lines used in connection with the development of the Property, all cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.29, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications.

8.30 Rules and Regulations. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this

Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

ARTICLE IX.
ARCHITECTURAL CONTROL

9.1 Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, swimming pool, well, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, or upon the Common Area, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications, which without limitation shall include all exterior colors and materials, shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with design guidelines which may be imposed from time to time by the Developer (the "Design Guidelines"). It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

9.2 Review Procedures. The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article IX:

(a) To promulgate, amend, eliminate or replace Design Guidelines applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Markland. Any amendment of the Design Guidelines shall be consistent with the provisions of this Declaration. Notice of any amendment to the Design Guidelines, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Design Guidelines shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Design Guidelines, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article IX. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable Design Guidelines.

(c) To approve or disapprove in accordance with the provisions of this Article IX, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To establish as part of the Design Guidelines, objective standards for the approval of contractors constructing homes within the Property, which standards may include requirements for licensing, insurance, good standing with the local Better Business Bureau, minimum net worth and demonstration of substantial experience in the construction of homes within areas of northeast Florida that are reasonably comparable to the homes constructed or to be constructed within the Property. BY ESTABLISHING SUCH STANDARDS OR APPROVING ANY CONTRACTOR, DEVELOPER SHALL NOT ASSUME LIABILITY FOR OR OTHERWISE BECOME RESPONSIBLE FOR ANY CLAIMS, DEMANDS OR DAMAGES ARISING IN CONNECTION WITH ANY SUCH CONTRACTOR'S CONSTRUCTION OF ANY HOME OR OTHER IMPROVEMENT WITHIN THE PROPERTY. IN NO EVENT SHALL DEVELOPER BE DEEMED A PARTNER, JOINT VENTURER OR OTHER RELATED PARTY OF ANY KIND WITH OR TO ANY CONTRACTOR, AND ACCORDINGLY, DEVELOPER CANNOT BE AND IS NOT RESPONSIBLE FOR, OR A GUARANTOR OF, PERFORMANCE BY ANY CONTRACTOR OF ANY OBLIGATION TO ANY OWNER.

(e) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(f) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article IX.

(g) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article IX.

9.3 Variance. The Developer may authorize variances from compliance with any architectural provisions of this Declaration or applicable Design Guidelines when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable Design Guidelines covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not

limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

9.4 Assignment. The Developer reserves the right to assign, in whole or in part, its reserved rights under this Article IX to the Association, who upon such assignment shall automatically assume all of the Developer's obligations under this Article IX that pertain to such assigned rights. Upon such assignment, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors. The ARB shall thereafter be authorized to exercise such rights of architectural control authorized by this Article IX that are assigned to the Association.

9.5 Payment of County Fees.

(a) Improvements to be constructed within the Property are subject to a variety of utility connection fees and impact fees (including without limitation, impact fees for roads, public capital facilities, law enforcement, fire and rescue, parks and schools) (together, the "County Fees") imposed by the County. The County Fees may be due and payable to the County prior to issuance by the County of a building permit for improvements to be constructed upon the Property. In consideration of the Developer's donation of certain payments and real property to the County, the Developer may receive in the future, County Fee credits from the County. These County Fee credits shall be transferable to other owners of real property that is located within the Property. As a result, the County may establish, County Fee credit accounts on behalf of the Developer against which the Developer or its assigns can draw when new improvements are constructed within the Property in lieu of the payment of the County Fees to the County.

(b) Prior to applying for any building permit for construction of any improvements upon any Lot, each Owner shall provide the Developer with notice of the Owner's intention to apply for such building permit. The Owner's notice shall include a general description and the approximate square footage of such improvements. The Developer shall advise the Owner within five (5) days after receipt of the notice of the availability of County Fee credits. If the Developer has County Fee credits available, then the Owner shall, prior and as a condition to the receipt of architectural approval pursuant to Section 9.1 of this Declaration, purchase such County Fee credits from the Developer and the Developer shall assign such credits to the Owner by use of a fee voucher approved by the County. The Owner shall notify the County at the time of application for a building permit of its intent to use a County Fee voucher from the Developer. Each Owner shall pay the Developer for the County Fee credits in an amount equal to the then current amount of the applicable County Fees.

(c) In the event that an Owner shall pay any County Fees to the County at a time when the Developer has County Fee credits available for assignment to such Owner, such payment to the County shall not relieve the Owner from the obligation to purchase County Fee credits from the Developer in accordance with this Section 9.5.

(d) Notwithstanding any provision of this Declaration to the contrary, this Section 9.5 shall not be amended or terminated without the prior written approval of the Developer, and any attempt to amend or terminate this Section 9.5 without such approval shall be null and void.

9.6 Limited Liability. IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DEVELOPER AS CONTEMPLATED BY THIS ARTICLE VIII, THE DEVELOPER, THE ARB AND THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OR SUCH OTHER PERSON AND ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY SUCH REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS, WHETHER GIVEN, GRANTED OR WITHHELD BY THE DEVELOPER, THE ARB OR THE ASSOCIATION.

ARTICLE X.
NOTICE OF PERMIT REQUIREMENTS

10.1 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBER SAJ2007-4179 ISSUED BY THE ACOE AND PERMIT NUMBER IND-109-99844-4, ISSUED BY THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE DEVELOPER, THE CDD AND/OR THE ASSOCIATION AND THE DEVELOPER, THE CDD AND/OR THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE DEVELOPER, THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

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

ARTICLE XI.
GENERAL PROVISIONS

11.1 Ground Leased Land. Where all or any part of a Lot has been leased by the Owner of the fee simple title to the site under a ground lease having an original term of not less than ten years, then so long as such ground lease shall remain in effect, all references in these covenants to "Owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of Article V shall attach only to the interest in the Lot of the lessee under the ground lease. The Association's reasonable identification of any party deemed to be an "Owner" pursuant to this Section 11.1 shall be dispositive.

11.2 Developer's Reserved Rights Re: Easements. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 11.2, shall be dispositive for all purposes; provided nothing contained in this Section 11.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

11.3 Remedies for Violations.

(a) If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD 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 Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

(b) **Fines.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(i) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(ii) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(iii) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(iv) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(v) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(vi) Collection of Fines: To the greatest extent permitted by law, fines shall be treated as an assessment subject to the provisions for the collection of assessments and the imposition and foreclosure of liens as set forth elsewhere in this Declaration.

(vii) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(viii) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

11.4 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

11.5 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any

part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

11.6 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

11.7 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall no longer hold a majority of the votes in the Association, subject to the requirements of Section 720.3075(5) Florida Statutes (2013), the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and the Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

11.8 Assignment of Permit Responsibilities and Indemnification. In connection with the platting and development of the Property, the Developer may assume certain obligations in connection with the Permits. The Developer may at any time assign to the Association, and the Association shall accept, the Permits and all of the Developer's obligations and responsibilities for compliance with the Permits. Following such assignment the Association shall indemnify, defend and hold the Developer harmless from all suits, enforcement actions, damages, liability and expenses in connection with any violation of the Permits occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

11.9 Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

11.10 Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

11.11 Chapter 720, Florida Statutes. To the extent of any conflict or ambiguity between the provisions of this Declaration and the provisions of Chapter 720, Florida Statutes, as the same may be amended from time to time, the provisions of Chapter 720, Florida Statutes shall control.

11.12 Effective Date. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

11.13 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES AND NATURAL AREAS WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

[Signatures begin on following page]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 15th day of October, 2015.

SOUTHAVEN LAND ASSOCIATES, LLC, a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its sole general partner

Signed, sealed and delivered in the presence of the following witnesses:

Carol Reiser
Name Printed Carol Reiser

Laci LeDuke
Name Printed Laci LeDuke

By: Michael T. Harrison (w/2)
Name Printed: Michael T. Harrison
Title: Sr. Managing Director

STATE OF GEORGIA }

COUNTY OF DEKALB }

The foregoing instrument was acknowledged before me this 15 day of OCTOBER, 2015, by MICHAEL T. HARRISON, the SMD of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), as the sole member of Southaven Land Associates, LLC, a Delaware limited liability company (the "LLC") on behalf of the Company, HILP, and the LLC.



Trisha J. Loback
(Print Name TRISHA J. LOBACK)
NOTARY PUBLIC, State of GA
Commission # _____
My Commission Expires: 7/5/17
Personally Known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

EXHIBIT A

Legal Description of the Property

All of Southaven Phase 1, according to the plat thereof recorded in Map Book 76, pages 39 through 50 of the public records of St. Johns County, Florida.

EXHIBIT B

Common Area

No Common Area is designated by the Developer as of the date of this Declaration.

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR MARKLAND**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARKLAND ("Amendment") is made effective September 20, 2016, by **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer").

RECITALS:

A. The Developer has previously executed the Declaration of Covenants and Restrictions for Markland which is recorded in Official Records Book 4101, at page 755, of the public records of St. Johns County, Florida (together "the Declaration").

B. The Developer desires to amend the Declaration as more particularly described below, and this Amendment is made pursuant to the reserved rights of the Developer set forth in Section 11.7 of the Declaration. This Amendment does not materially or adversely effect the value of any Lot or other building parcel located within the Property.

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. The Developer confirms that the above stated recitals are true and correct. Except as otherwise specifically defined herein, all capitalized terms contained in this Amendment shall have the same meanings as such terms are defined in the Declaration.
2. Pursuant to Section 720.303, Florida Statutes (2015), the Association's Articles of Incorporation and Bylaws are attached hereto as **Exhibits A and B**, respectively, and are hereby made a part of the Declaration.
3. Except as specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect.

(Signatures begin on following page)

IN WITNESS WHEREOF, the Developer has caused this Amendment to Declaration of Covenants and Restrictions for Markland to be executed as of the date and year first above written.

Signed, sealed and delivered in the presence of:

SOUTHAVEN LAND ASSOCIATES, LLC, a Delaware limited liability company

[Signature]
Kellie Hines
(Print Name)

By: Hines Interests Limited Partnership, a Delaware limited partnership, its sole member

[Signature]
KEVIN JUNT.
(Print Name)

By: Hines Holdings, Inc., a Texas corporation, its sole general partner

By: [Signature]
Name Printed: Walter R. O'Shea
Title: Managing Director

STATE OF Florida)
COUNTY OF St. Johns)SS

The foregoing instrument was acknowledged before me this 20th day of September, 2016 by Walter R. O'Shea, the Managing Director of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), as the sole member of Southaven Land Associates, LLC, a Delaware limited liability company (the "LLC") on behalf of the Company, HILP, and the LLC.

[Signature]
(Print Name Carla Marie Luigs)
NOTARY PUBLIC
State of Florida at Large
Commission # FF001560
My Commission Expires:
He/she is [check one]:
Personally Known
OR Produced I.D.
Type of Identification Produced _____



EXHIBIT A

Articles of Incorporation

(See next page)

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**ARTICLES OF INCORPORATION
OF
MARKLAND PROPERTY
OWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

I. NAME AND DEFINITIONS.

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

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

The location of the corporation's principal office and its mailing address shall be 605 Palencia Club Drive, St. Augustine, Florida 32095, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

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

A. To promote matters of common interest and concern of the Owners of property within the real property subject to the terms and provision of the Declaration.

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

C. To operate, maintain and manage the Stormwater Management System in a manner consistent with the SJRWMD Permit No. IND-109-99844-4, as the same may be amended from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein and in ACOE Permit No. SAJ2007-4179, as the same may be amended from time to time.

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

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

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

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

IV. GENERAL POWERS.

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

A. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association (including without limitation contracts for services to provide for operation and routine custodial maintenance of the Stormwater Management System); to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in the Declaration and these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other property owner's associations or maintenance entities for the collection of such assessments. The foregoing shall include the power to levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Stormwater Management System. Such assessments shall be used for the maintenance and repair of the Stormwater Management System, including but not limited to, work within retention areas, drainage structures and drainage easements.

F. To charge recipients for services rendered by the Association and the users of the Association property where such is deemed appropriate by the Board of Directors of the Association and permitted by the Declaration.

G. To pay taxes and other charges, if any, on or against property owned, accepted, or maintained by the Association.

H. To borrow money and, from time to time, to make, accept, endorse, execute and issue debentures, promissory notes or other obligations of the Association for monies borrowed, or in

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payment for property acquired, or for any of the other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

I. To merge with any other association which may perform similar functions located within the same general vicinity of the Property.

J. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein and by the terms and conditions set forth in the Declaration.

V. **MEMBERS.**

The members ("Members") shall consist of the Developer and each Owner.

VI. **VOTING AND ASSESSMENTS.**

A. Subject to the restrictions and limitations hereinafter set forth, each Member, other than the Developer, shall be entitled to one vote for each Lot owned by such Members and the Developer shall have the number of votes equal to the number of votes allocated to the Members other than the Developer, plus one vote. The Developer shall have such voting rights for so long as it shall have the right to elect or appoint a majority of the Board of Directors pursuant to Article VII hereof, and thereafter, the Developer shall have one vote for each Lot owned by the Developer.

B. When an Owner who is a Member is comprised of one or more persons or entities, all such persons shall be Members, and the vote(s) for the applicable Lots shall be exercised as they among themselves shall determine. Unless otherwise specifically provided elsewhere in the Declaration, these Articles, or the Association's Bylaws, the affirmative vote of a majority of the votes allocated to the Members cast at any meeting of the Members duly called at which a quorum is present, or cast by written ballot by a quorum of the membership, shall be binding upon the Members and the Association.

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of any monetary obligation due the Association for more than ninety (90) days may be deemed by the Board of Directors to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. **BOARD OF DIRECTORS.**

A. The affairs of the Association shall be managed by a Board of Directors consisting of five (5) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. Until the Members other than the Developer become entitled to elect a majority of the members of the Board of Directors pursuant to Section 720.307, Florida Statutes, as the same may be amended from time to time, the Developer shall have the right to appoint all of the Directors; provided however, the Members other than the Developer shall become entitled to elect at least one (1) Director at such time as fifty percent (50%) of the Lots have been conveyed to Members. The Developer shall be entitled to elect at least one (1) Director for so long as the Developer holds for sale in the ordinary course of business, at least five percent (5%) of the Lots.

B. Elections shall be by plurality vote. Directors shall initially serve one (1) year terms; provided however, at the first annual election of the Board of Directors following the date that the Members other than the Developer shall become entitled to elect a majority of the Directors, the terms of office of the Directors receiving the highest number of votes shall be established at two (2) years, and the remaining Directors shall serve for terms of one (1) year each. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of each Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified. In no event can a Board member appointed by the Developer be removed except by action of the Developer. Any Director appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed, at any time by the Developer.

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

Walter O'Shea
605 Palencia Club Drive
St. Augustine, Florida 32095

Ella English
605 Palencia Club Drive
St. Augustine, Florida 32095

Kevin Jund
605 Palencia Club Drive
St. Augustine, Florida 32095

Carla Luigs
605 Palencia Club Drive
St. Augustine, Florida 32095

Ben English
605 Palencia Club Drive
St. Augustine, Florida 32095

VIII. **OFFICERS.**

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

| | |
|----------------|---------------|
| President | Walter O'Shea |
| Vice President | Ella English |
| Treasurer | Kevin Jund |
| Secretary | Carla Luigs |

IX. **CORPORATE EXISTENCE.**

The Association shall have perpetual existence. These Articles shall become effective upon filing as prescribed by law.

X. **BYLAWS.**

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

XI. **AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

These Articles may be amended upon the affirmative vote of Members holding a majority of the total votes represented in person or by proxy at a meeting of the Members at which a quorum is present.

XII. **INCORPORATOR.**

The name and address of the Incorporator is as follows:

Walter O'Shea
605 Palencia Club Drive
St. Augustine, Florida 32095

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

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

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

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

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

XV. DISSOLUTION OF THE ASSOCIATION.

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

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

2. Remaining assets shall be distributed among the Members, subject to the limitation set forth below, each Member's share of the assets to be determined by multiplying such remaining assets by a fraction the numerator of which is all amounts assessed by the Association since its organization against the portion of Property which is owned by the Member at that time, and the denominator of which is the total amount (excluding penalties and interest) assessed by the Association against all properties which at the time of dissolution are part of the Property. The year of dissolution shall count as a whole year for purposes of the preceding fractions.

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

C. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida

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(((H15000246284 3)))

Administrative Code, Applicant's Handbook Volume I, Section 12.3 or other administrative regulation of similar import, and be approved by the SJRWMD prior to such termination, dissolution or liquidation. Further, such termination, dissolution, final liquidation shall require the prior approval of the ACOE.

XVI. MERGERS AND CONSOLIDATIONS.

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

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(((H15000246284 3)))

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this 14th day of October, 2015.

Signed, sealed and delivered in the presence of:

Jill Fuhrman
Jill Fuhrman
(Print or Type Name)

Carla Wigs
Carla Wigs
(Print or Type Name)

Walter O'Shea
Walter O'Shea
Incorporator

STATE OF FLORIDA }
 }SS
COUNTY OF St. Johns }

The foregoing instrument was acknowledged before me this 14 day of October, 2015, by Walter O'Shea, the Incorporator of **MARKLAND PROPERTY OWNERS ASSOCIATION, INC.**, on behalf of the corporation.



Kellie M Hines
(Print Name) Kellie M Hines
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

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((H15000246284 3)))

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

MARKLAND PROPERTY OWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 605 PALENCIA CLUB DRIVE, ST. AUGUSTINE, FLORIDA 32095, HAS NAMED WALTER O'SHEA, WHOSE ADDRESS IS 605 PALENCIA CLUB DRIVE, ST. AUGUSTINE, FLORIDA 32095, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

**MARKLAND PROPERTY OWNERS
ASSOCIATION, INC.**

By: _____

Walter O'Shea

Incorporator

Dated: October 14, 2015

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

Walter O'Shea

Registered Agent

Dated: October 14, 2015

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EXHIBIT B

Bylaws

(See next page)

BYLAWS
OF
MARKLAND PROPERTY
OWNERS ASSOCIATION, INC.

I. DEFINITIONS.

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

II. LOCATION OF PRINCIPAL OFFICE.

The office of Markland Property Owners Association, Inc. ("Association") shall be located at 605 Palencia Club Drive, St. Augustine, Florida 32095, or at such other place as may be established by resolution of the Board of Directors of the Association from time to time.

III. VOTING RIGHTS.

The Owners and the Developer, as long as it owns any Property subject to the Declaration, shall be Members of the Association as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any person or entity who holds any interest in a Lot or Building Site only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any parcel within the Property.

IV. BOARD OF DIRECTORS.

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

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

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Nominating Committee described in Article IX hereof, or by self-nomination by any member who is eligible to serve as a director. The Nominating Committee shall make as many nominations as it shall in its discretion determine.

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

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

D. No Member who is not in good standing with the Association may be nominated to serve as a Director. All questions as to the good standing of any Member shall be determined by the Board in its sole discretion.

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

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

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

VI. **POWERS AND DUTIES OF THE BOARD OF DIRECTORS.**

A. The Board of Directors shall have power:

1. To call meetings of the Members.

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

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

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

5. To appoint committees, adopt and publish rules and regulations governing matters of common interest to the Members, including without limitation, the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

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

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

8. To supervise the enforcement of the provisions of any covenants and restrictions enforceable by the Association, including without limitation, the administration of any provisions for the imposition of fines contained therein.

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

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

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held not more frequently than quarterly on such date and at such time as the Board may establish.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any two (2) Directors, after not less than forty-eight (48) hours notice to each Director.

C. Meetings of the Board of Directors shall be open to all Members and notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be considered, shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments. Written notice of any meeting of the Board of Directors at which special assessments or amendments to rules will be considered must be mailed or delivered to each of the Members and posted in a conspicuous place within the Property not less than fourteen (14) days before such meeting.

VIII. OFFICERS.

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

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

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

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

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

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

G. The Secretary shall be ex officio the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record

in the book kept for that purpose all the names of the Members of the Association together with their addresses as registered by such members.

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

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

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

IX. **COMMITTEES.**

A. The standing committee of the Association shall be the Nominating Committee. The Nominating Committee shall have the duties, authority and functions as described elsewhere in these Bylaws.

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

X. **BOOKS AND RECORDS.**

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

XI. **MEETINGS OF MEMBERS.**

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

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the

Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally or by sending a copy of the notice through the mail, postage fully prepaid, to his address appearing on the books of the Association, or by posting on the community website or at the community center. Each Member shall be responsible for registering his address and telephone number with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of the annual meeting of the Members shall be delivered at least thirty (30) days in advance. Notice of any other meeting, regular or special, shall be mailed at least seven (7) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. **PROXIES.**

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited, but not general, proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may be used for votes taken to amend the Declaration, the Articles of Incorporation or these Bylaws, or for any other matter that requires or permits a vote of the Members.

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

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

XIII. **SEAL.**

The Association shall have a seal in circular form having within its circumference the words: Markland Property Owners Association, Inc., not for profit, 2015.

XIV. **AMENDMENTS.**

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

XV. **INCONSISTENCIES.**

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

Adopted by the Board of Directors of Markland Property Owners Association, Inc., a Florida non-profit corporation, at a duly called meeting of the Board of Directors held on October 14, 2015.

By: 
Name Printed: Carla Luigs
As Secretary

Prepared by and return to:

Thomas M. Jenks, Esq.
Gunster, Yoakley & Stewart, P.A.
225 Water Street, Suite 1750
Jacksonville, Florida 32202

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARKLAND**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR MARKLAND (this "Amendment") is made this 16th day of April, 2018, by **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer").

RECITALS:

A. Developer executed that certain Declaration of Covenants and Restrictions for Markland recorded on October 21, 2015, in O.R. Book 4101, Page 755 of the Public Records of St. Johns County, Florida (as amended and/or supplemented from time to time, the "Declaration").

B. CalAtlantic Group, Inc., a Delaware corporation ("CAG"), has purchased certain Lots within Markland, and CAG may purchase additional Lots after the date of this Amendment

C. Pursuant to the authority given to Developer in Section 11.7 of the Declaration, Developer has the unilateral right to amend the Declaration without the consent or joinder or any other party for so long as Developer holds a majority of the votes in the Association and so long as the amendment does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

D. As of the date of this Amendment, the Developer holds a majority of the votes in the Association, and this Amendment does not materially and adversely affect the value of any Lot or other building parcel located within the Property.

NOW THEREFORE, Developer hereby amends the Declaration as follows.

1. Recitals. The foregoing recitals are acknowledged as true and correct and are incorporated herein by reference.

2. Definitions.

a. "CAG Lots" shall mean and refer to Lots 197 and Lots 224 through 249, inclusive, of Southaven Phase IIA according to the plat thereof recorded in Map Book 86, Pages 77-84, of the public records of St. Johns County, Florida, together with any Lots acquired by CAG on or after the date of this Amendment.

b. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Declaration.

3. Authorization of CAG. Notwithstanding anything in the Declaration to the contrary, Developer hereby authorizes CAG to:

a. develop and construct residential homes and related improvements on the CAG Lots, and make additions, alterations, improvements or changes to the CAG Lots and the improvements thereon, subject to approval of plans and specifications for such improvements as provided in the Declaration and that certain Purchase Agreement between Developer and CAG dated as of October 27, 2017, as amended, with respect to the CAG Lots;

b. use the CAG Lots for (i) model homes during the development and/or sale of Lots within the Property, (ii) parking purposes in connection with the showing of the model homes, and (iii) the promotion, marketing and sale of the CAG Lots; and

c. use, place, park and store construction vehicles and equipment on the CAG Lots and adjacent Common Areas during development and construction of the Lots and the improvements thereon. All such storage areas shall at all times be maintained in a neat and clean condition.

4. Nuisances. Section 8.7 of the Declaration is hereby amended by adding the following sentence at the end of such section: "This Section 8.7 shall not apply to sales, marketing, construction or development activities by CAG or other builders designated in writing by Developer."

5. Construction Access and Concrete Washouts for CAG Lots. Developer has designated the locations for concrete washouts and construction entrances and routes through the Property for construction activities on the CAG Lots, and CAG shall not use any other areas within the Property for such activities or construction access. Notwithstanding anything in the Declaration to the contrary, such locations may not be changed by the Board or the Developer without the prior written approval of CAG.

6. Amendments. Section 11.7 of the Declaration is hereby amended by adding the following sentence at the end of such section: "Notwithstanding the foregoing or anything herein to the contrary, this Declaration may not be amended in any manner (whether by the Owners, Developer or otherwise) which has a material and adverse effect on the CAG Lots without the written consent or joinder of CAG."

7. Ratification of Declaration. Except as amended and modified hereby, the Declaration is unchanged, remains in full force and effect and is hereby ratified and confirmed by the Developer.

[signature page follows]

IN WITNESS WHEREOF, the Developer has caused this Amendment to be duly executed on the date stated above.

WITNESSES:

SOUTHAVEN LAND ASSOCIATES LLC,
a Delaware limited liability company

By: Hines Interests Limited Partnership, a
Delaware limited partnership, its
managing member

By: Hines Holdings, Inc., a Texas
corporation, its sole general partner

By: *Carla Lwig*
Print Name: Carla Lwig

By: *Cyber Call*
Print Name: CYBERCALL

By: *W O S L*
Name: Walter O'Shea
Title: Senior Managing Director

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16th day of April, 2018, by Walter O'Shea, as the Senior Managing Director of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), as the managing member of **SOUTHAVEN LAND ASSOCIATES LLC**, a Delaware limited liability company (the "LLC") on behalf of the Company, HILP and the LLC.

Kellie M Hines

Print Name Kellie M. Hines
NOTARY PUBLIC, State of Florida
Commission #: FF 169609
My Commission Expires: June 4, 2018
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced



[Signature Page to Second Amendment to Declaration]

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARKLAND
(SOUTHAVEN PHASE IIA)

THIS SUPPLEMENTAL DECLARATION is made effective August
30th, 2017 by **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability
company (the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property more particularly
described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Markland
has been recorded in Official Records Book 4101, at page 755, as amended in Official Records
Book 4259, at page 1879, both of the public records of St. Johns County, Florida, (together, the
"Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions
and provision contained in the Declaration as provided for under the terms of Section 3.2 of the
Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the
same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and
conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all
other matters as set forth in the Declaration as amended from time to time. In the event of
conflict between the Declaration and this Supplemental Declaration, this Supplemental
Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full
force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the
public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

SOUTHAVEN LAND ASSOCIATES, LLC, a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited partnership, its managing member

By: Hines Holdings, Inc., a Texas corporation, its sole general partner

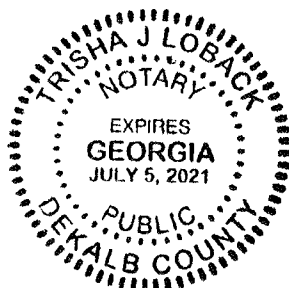
Lain LeDuke
Lain LeDuke
(Print Name)

By: Michael T. Harrison
Name Printed: Michael T. Harrison
Title: Senior Managing Director

Rebekah Sanders
Rebekah Sanders
(Print Name)

STATE OF GEORGIA)
)SS
COUNTY OF DEKALB)

The foregoing instrument was acknowledged before me this 28 day of AUGUST, 2017 by Michael T. Harrison, the Senior Managing Director of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), as the managing member of **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "LLC") on behalf of the Company, HILP, and the LLC.



Trisha J. Loback
(Print Name TRISHA J. LOBACK)
NOTARY PUBLIC
State of GEORGIA at Large
Commission # _____
My Commission Expires: 7/5/21
He/she is [check one]:
Personally Known
OR Produced I.D. _____
Type of Identification Produced _____

EXHIBIT A

Southaven Phase IIA according to the plat thereof as recorded in Map Book 86, Pages 77 through 84 of the public records of St. Johns County, Florida.

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FLORIDA 32202

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MARKLAND
(SOUTHAVEN PHASE IIB)

THIS SUPPLEMENTAL DECLARATION is made effective January 29
____, 2018 by **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability
company (the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property more particularly
described on the attached Exhibit A (the "Property"); and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Markland
has been recorded in Official Records Book 4101, at page 755, as amended in Official Records
Book 4259, at page 1879, and as supplemented in Official Records Book 4429, at page 507 all of
the public records of St. Johns County, Florida, (together, the "Declaration"); and

WHEREAS, the Developer desires to subject the Property to all of the terms, conditions
and provision contained in the Declaration as provided for under the terms of Section 3.2 of the
Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the
same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and
conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all
other matters as set forth in the Declaration as amended from time to time. In the event of
conflict between the Declaration and this Supplemental Declaration, this Supplemental
Declaration shall control.
3. Except as specifically supplemented hereby, the Declaration shall remain in full
force and effect as originally executed and recorded.
4. This Supplemental Declaration shall become effective upon its recordation in the
public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

SOUTHAVEN LAND ASSOCIATES, LLC, a Delaware limited liability company

By: Hines Interests Limited Partnership, a Delaware limited partnership, its managing member

By: Hines Holdings, Inc., a Texas corporation, its sole general partner

Rebekah Sanders
Rebekah Sanders
(Print Name)

Leslie Jovan
Leslie Jovan
(Print Name)

^(LS)
Michael T. Harrison
^(WS) Michael T. Harrison
Senior Managing Director

STATE OF GEORGIA)
)SS
COUNTY OF DEKALB)

The foregoing instrument was acknowledged before me this 25 day of JAN. 2018, by Michael T. Harrison, the Senior Managing Director of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), as the managing member of **SOUTHAVEN LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "LLC") on behalf of the Company, HILP, and the LLC.



Trisha J. Loback
(Print Name TRISHA J. LOBACK)
NOTARY PUBLIC
State of GA at Large
Commission # _____
My Commission Expires: 7/5/21
He/she is [check one]:
Personally Known
OR Produced I.D. _____
Type of Identification Produced _____

EXHIBIT A

Southaven Phase IIB according to the plat thereof as recorded in Map Book 89, Pages 39 through 52 of the public records of St. Johns County, Florida.