

Prepared by: William E. Reischmann Jr., Esq.  
and Return to:

**CERTIFICATE OF APPROVAL OF THE THIRD AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR CASCADES AT WORLD GOLF VILLAGE**

KNOW ALL MEN BY THESE PRESENTS:

THAT on this 30 day of March, 2022, the undersigned, for the Cascades at World Golf Village Homeowners Association, Inc. (hereinafter referred to as the "Association"), pursuant to the Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village ("the Declaration"), as executed by the Developer on April 19, 2005, and recorded on May 23, 2005, in Official Records Book 2442, Page 1707, of the Public Records of St. Johns County, Florida, as thereafter amended, hereby certifies that this THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR CASCADES AT WORLD GOLF VILLAGE, a copy of which is attached hereto as Composite Exhibit "A" and which is incorporated herein by reference and is made a part hereof, has been duly approved by not less than two-thirds (2/3) of the voting interests of the Association, by written consent or affirmative vote.

IN WITNESS WHEREOF, the CASCADES AT WORLD GOLF VILLAGE HOMEOWNERS ASSOCIATION, INC., has caused these presents to be executed in its name, by its proper officers duly authorized, this 30 day of March, 2022.

<Corporate Seal>

Signed, sealed and delivered  
in the presence of:

*[Handwritten signatures of Lawrence W. Fitzhugh and Stephen J. Boudreau]*

CASCADES AT WORLD GOLF VILLAGE,  
HOMEOWNERS ASSOCIATION, INC.

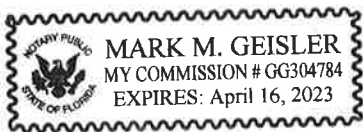
By: *[Signature: Ricke Ricciardulli]*  
President

ATTEST: *[Signature: Thomas S. Bogalski]*  
Secretary

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me by means of  physical presence or \_\_\_\_\_ online notarization, this 30 day of March, 2022 by RICKE RICCIARDULLI as President and TOM BOZAK, as Secretary of the CASCADES AT WORLD GOLF VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation. They are personally known to me or has produced \_\_\_\_\_ as identification.

[Notary Seal]



*[Handwritten signature]*  
Notary Public  
Name: Mark Geisler  
My Commission Expires: 4/16/2023

The Instrument was prepared by and return to:  
William E. Reischmann, Jr., Esquire  
Garganese, Weiss, D'Agresta & Salzman  
Post Office Box 2873  
Orlando, Florida 32802-2873

**THIRD AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR CASCADES AT WORLD GOLF VILLAGE**

**THIS THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR CASCADES AT WORLD GOLF VILLAGE** (the "Declaration") , AS APPROVED BY THE MEMBERS CONSISTENT WITH SECTION 13.05 – AMENDMENT, OF THE DECLARATION, IS MADE EFFECTIVE UPON ITS RECORDATION IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, PURSUANT TO SECTION 13.07 – EFFECTIVE DATE, OF THE DECLARATION.

**RECITALS:**

A. Levitt and Sons at World Golf Village, LLC, a Florida limited liability company (the "Prior Developer") executed and recorded the Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village in Official Records Book 2442, at page 1707, which were amended by the Amended and Restated Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village, recorded in Official Records Book 2658, at page 1554, and as further amended by Corrective Amended and Restated Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village recorded in Official Records Book 2670, at page 1661, all of the public records of St. Johns County, Florida (the "Original Declaration"). The Original Declaration was further amended by the First Amendment to Corrected, Amended and Restated Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village recorded in Official Records Book 3270, at page 770, of the public records of St. Johns County, Florida (the "First Amendment"). Lastly, the First Amendment to the Corrected Amended and Restated Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village, was amended and replaced by MBSC CASCADES, LLC (Developer) with the Second Amended and Restated Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village

B. The Association and its Members, as defined hereinafter, have completely amended and restated the Second Amended and Restated Declaration of Restrictions and Protective Covenants for Cascades at World Golf Village as provided hereinafter, pursuant to Section 13.05, Amendment, of the Second Amended and Restated Declaration of Restrictions and Protective Covenants.

**NOW THEREFORE**, the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "Covenants and Restrictions") set forth below.

**ARTICLE I. DEFINITIONS**

**Section 1.01 Definitions**

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

(a) "Adult Housing" shall mean and refer to housing provided for adults 55 years of age and older in accordance with the provisions of the Fair Housing Act of 1988, as set forth in Title 42 U.S.C. § 3601, *et. seq.* (the "Act"), and the Rules and Regulations promulgated thereto, as amended from time to time.

(b) "Architectural Criteria" shall mean guidelines for maintaining an aesthetically pleasing community, to protect the investment of the owners and to portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.

(c) "Architectural Control Board" shall mean that body established to maintain and preserve within the Property an attractive and harmonious physical environment through the review and enforcement of the Association's Architectural Criteria and Architectural Control as provided in Article VII, hereafter.

(d) "Assessments" shall mean and refer to all payments due to the Association pursuant to Article VI of this Declaration.

(e) "Association" shall mean and refer to Cascades at World Golf Village Homeowners' Association, Inc., a Florida corporation not-for-profit.

(f) "Board of Directors" shall mean and refer to the Board of Directors of the Association, as set forth in the Association's Articles of Incorporation and By Laws.

(g) "Common Area" or "Common Areas" shall mean and refer to the real property described on Exhibit A attached hereto, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such property including without limitation any structures, off-street parking areas, street lights, and entrance features, but excluding any public utility installations thereon. Common Areas shall also include all internal roads within the Property. Notwithstanding anything herein to the contrary, the term "Common Areas" shall not mean or include any areas deeded to the Master Association, as to which repair and maintenance obligations are set forth in the Master Declaration.

(h) "Developer" shall mean and refer to MBSC Cascades, LLC, a Delaware limited liability company, as assignee of Levitt and Sons at World Golf Village, LLC, a Florida limited liability company, and its successors and assigns.

(i) "District" shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Chapter 373, *Florida Statutes*.

(j) "General Assessments" shall mean and refer to Assessments levied to fund expenses applicable, to all Members of the Association and set forth in Section 6.02 of this Declaration. "Institutional Lender" shall mean and refer to any person or entity (i) holding a mortgage encumbering a Lot, (ii) which in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and (iii) which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the United States Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender.

(k) "Lot" shall mean and refer to any lot as shown on the Plat of Cascades at World Golf Village, recorded in the Public Records of St. Johns County, Florida, and any lot shown on any re-subdivision of said Plat or any portion thereof.

(l) "Lot Assessments" shall mean and refer to Assessments levied in accordance with Section 6.07 of this Declaration.

(m) "Master Assessments" shall mean and refer to assessments payable to the Master Association to be collected by the Association in accordance with Section 6.06 of this Declaration.

(n) "Master Association" shall mean and refer to Saint Johns Northwest Master Association, Inc, a Florida corporation.

(o) "Master Declaration" shall mean and refer to the Declaration of Covenants and Restrictions for Saint Johns-Northwest Master, recorded in Official Records Book 1185, Page 595, of the public records of St. Johns County, Florida, as the same may be amended.

(p) Reserved.

(q) "Master Surface Water or Stormwater Management System" shall mean and refer to the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code.

(r) "Member" shall mean and refer to each member of the Association, as provided in Article III of this Declaration, and shall include all Owners.

(s) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation. If a Lot is owned by more than one person and/or entity, then all such persons and/or entities shall be jointly and severally obligated to perform the responsibilities of the Owner.

(t) "Plat" shall mean and refer to the plat of Cascades at World Golf Village recorded in Map Book 54, pages 15 through 29, of the public records of St Johns County, Florida, together with any replats or other modifications thereto.

(u) "Property" shall mean and refer to all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(v) "Residence" shall mean the private single-family dwelling located on a Lot.

(w) "Special Assessment" shall mean and refer to Assessments levied in accordance with Section 6.05 of this Declaration.

(x) "Turnover" shall mean and refer to the transfer of control of the Board of Directors of the Association to the Members, which has occurred.

**ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS  
THERE TO: MASTER DECLARATION**

**Section 2.01 Legal Description.**

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Johns County, Florida, and is more particularly described in Exhibit B attached hereto and incorporated herein by reference.

**Section 2.02 Reserved (e.g. this section number only held, as necessary, for future additions or amendment(s)).**

Reserved.

**Section 2.03 Master Declaration.**

The Property and each Lot therein (as well as other neighborhoods, communities and lands that are not subject to the terms of this Declaration) are subject to all terms, provisions,

restrictions, and requirements set forth in the Master Declaration,. It is anticipated and intended that the terms and provisions of this Declaration and the rights of the Association hereunder shall not be in conflict with the terms of the Master Declaration or the rights of the Master Association thereunder. In the event a conflict exists, however, and the terms of this Declaration and the Master Declaration cannot each be given effect, the terms and provisions of the Master Declaration shall control unless the Master Declaration shall otherwise provide. It is intended that the Association shall constitute a Sub-association under the terms of the Master Declaration.

### **ARTICLE III. HOMEOWNERS' ASSOCIATION**

#### **Section 3.01 Membership.**

Every Owner of a Lot that is subject to Assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to Assessment. Persons or entities which have an interest in any Lot merely as security for the performance of an obligation shall not be Members of the Association, and, in such case, the beneficial Owner shall retain the membership in the Association.

#### **Section 3.02 Voting Rights.**

Members shall be all Owners, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

#### **Section 3.03 Reserved.**

Reserved.

#### **Section 3.04 Powers.**

In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services.

#### **Section 3.05 Rules and Regulations.**

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. The Association shall have the right to enforce such rules and regulations in the manner specified by Section 13.03 of this

Declaration. The Board of Directors shall also have the power to seek relief in any court for violations or to abate nuisances, as determined consistent with Section 9.05 hereinafter. In addition, the Association, through the Board of Directors, may, by contract or other agreement, enforce county ordinances or permit St. Johns County to enforce ordinances on the Property for the benefit of the Association and its Members.

**Section 3.06 Merger or Consolidation.**

Upon a merger or consolidation of the Association with any other association, or upon any decision by the Association that its functions may be performed effectively and efficiently by any other association, the rights and obligations of the Association may be transferred to another surviving or consolidated association. Alternatively, the property rights and obligation of another association may be added by operation of law to the rights and obligations of the Association as a surviving corporation pursuant to a merger. In any event, the surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one common scheme. Any actions taken consistent with this section must be approved by 2/3rds vote or consent of the membership.

**Section 3.07 Termination of the Association.**

In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Seventh Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

**Section 3.08 Personal Services.**

The employees of the Association, if any, shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of any such employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any employees of the Association, the Association will not assume any responsibility or be liable for, in any manner, the quality of such services or work provided, nor shall it warrant such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by any such employee performing such personal work or services for Owners.

**ARTICLE IV. MAINTENANCE OBLIGATIONS**

**Section 4.01 Common Area Maintenance.**

Commencing with the date this Declaration is recorded, except as stated hereinafter, the Association shall be responsible for the maintenance, repair and replacement of the Common

Areas and any improvements located thereon or personal property included therewith, and for the payment of taxes assessed against the Common Areas, if any, accruing from and after the date these covenants are recorded. For purposes of illustration, Common Areas may include, but are not limited to, entrance features, all drainage retention areas, conservation areas, gate houses, tracts designated for open space, wall tracts, and recreational and clubhouse tracts shown on the Plat, buffer areas around the perimeter of the Property, the Common Area sprinkler system and all streets and roadways within the Property. The Association shall at all times maintain in good repair and shall replace as reasonably necessary any and all Common Areas and improvements of which it has ownership and for which it has maintenance obligations. All such work shall be completed in a manner that, in the sole and exclusive judgment of the Board of Directors of the Association, is deemed satisfactory.

**Section 4.02 Street Lighting.**

Subject to the terms of any maintenance or service agreements between the Association and any utility service provider, the Association shall have the obligation for maintenance of any street lighting facilities installed in Common Areas owned by the Association. Maintenance of the street lighting fixtures shall include payment for electricity consumed in the illumination of such lights.

**Section 4.03 Lot Maintenance.**

(a) **Landscaping.** Except as otherwise provided by the terms of this Declaration, the maintenance of each Lot, including but not limited to, cutting and trimming of the grass and shrubbery (less than 12 feet), and weed control, and maintenance of the irrigation systems, shall be the sole maintenance responsibility of the Association. If an Owner fences in a Lot or portion thereof, thereby eliminating Association's access thereto, maintenance of such Lot or portion thereof shall be the sole responsibility of the Owner. Maintenance and/or repair of landscaping or the irrigation system on an Owner's Lot damaged due to the negligence or intentional acts of such Owner shall be the sole financial responsibility of such Owner. The Owner shall reimburse the Association for any such expense, as a Lot Assessment, and pursuant to Section 4.10. The primary residential landscape feature for each Lot shall be grass or other organic ground cover, but in no event shall any landscaped area within any Lot be paved or covered with gravel, artificial turf or other non-standard cover. All diseased or dead plants, trees or shrubs shall be promptly replaced by the Owner of the Lot on which such plants, trees or shrubs are located, at such Owner's sole cost and expense, and such replacement shall be subject to the prior approval of the Architectural Control Board, pursuant to Article VII hereof.. Nothing contained in this Declaration shall be construed to prevent any Owner from installing or maintaining "Florida Friendly" landscaping in accordance with Section 373.185, *Florida Statutes* (2020), as the same may be amended from time to time.

(b) **Residence.** The maintenance of the Residence and related improvements constructed on each Lot shall be the sole maintenance responsibility of the Owner(s) thereof. Each Owner shall keep all parts of his Lot, including the Residence, clean and free of debris, and in good order and repair. Each Owner's duties shall include, without limitation, repair or



replacement of the roof, windows and doors (including screens), mailbox, driveway and exterior of the residence. Exterior maintenance, including painting, shall be periodically performed as reasonably required. Paint colors shall not be materially changed without the consent of the Board of Directors, and all paint colors shall be harmonious with other improvements within the Property. No excessive and/or unsightly mildew, rust deposits, dirt, or deterioration shall be permitted to accumulate on any building or improvement.

**Section 4.04 Irrigation System.**

A common irrigation system is installed throughout the Property to irrigate the Common Areas and the Lots. As installed, the irrigation pump(s), wells, and any main irrigation lines shall be the sole maintenance obligation of the Association. In addition, all irrigation lines and all sprinkler heads located on the Lots shall be the sole maintenance responsibility of the Association. Owners shall not make any improvements or alterations to the common irrigation system. The Association shall have an easement over the Property, including any Lot, as necessary, to provide maintenance of the portion of the irrigation system to be maintained by the Association. Notwithstanding the foregoing, the maintenance and/or repair of any damage to irrigation lines or sprinkler heads caused by the Owner's negligence or intentional act(s) shall be the sole financial responsibility of such Owner. The Association shall have sole control of the timing system for all irrigation systems within the Property. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape such areas with hedges, trees, or other landscape items that might interfere with the exercise of the applicable easement rights.

**Section 4.05 Offsite Signage and Landscaping.**

The Association shall be authorized to maintain any offsite Property signage that advertises and promotes the name of the Property and to maintain the landscaping surrounding said signs.

**Section 4.06 Stormwater Drainage Facility.**

The maintenance, repair, or replacement of any stormwater drainage facility located within the Property shall be the sole responsibility of the Association.

**Section 4.07 Master Surface Water or Stormwater Management System.**

It is the responsibility of the Association, to operate, maintain and repair any portions of the Master Surface Water or Stormwater Management System located within the boundaries of the Property that are not maintained by the Master Association, and to enforce, or to take such appropriate action as may be necessary to cure violations of the routine maintenance and non-interference covenants of the Owners and, when appropriate, to levy special assessments or individual assessments therefor. Maintenance of the Master Surface Water or Stormwater Management System shall mean the exercise of practices that allow the systems to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District and St. Johns County. Any repair or reconstruction of

the Master Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the District and St. Johns County.

**Section 4.08 Drainage Improvements Within Easements.**

The Association shall maintain, repair and replace all drainage improvements located within the Property, including without limitation all drainage improvements located within all platted drainage easements, all in accordance with the Master Surface Water or Stormwater Management System penult issued by the District. All maintenance, repairs and replacements of drainage improvements within the Property shall also be in accordance with the requirements of applicable governmental entities.

**Section 4.09 Cost Sharing Agreement.**

Pursuant to that certain Cost Sharing Agreement between Saint Johns Northwest Commercial Property Owners Association, Inc., a Florida non-profit corporation (the "Commercial Association") and the Prior Developer dated August 9, 2004, and that certain Agreement Re: Cost Sharing Agreement between the Commercial Association and the Association dated August 29, 2008, the Association is obligated to share certain expenses incurred by the Commercial Association, including without limitation, the cost of maintenance, repair and replacement of the roadway known as WGV Boulevard, all as more particularly described in such Cost Sharing Agreement and Agreement Re: Cost Sharing Agreement. All such sums paid by the Association to the Commercial Association shall be funded by assessments levied against the Owners pursuant to Article VI of this Declaration.

**Section 4.10 Enforcement of Exterior Maintenance Obligations.**

(a) The Association may provide maintenance or repair upon any Lot requiring same when, in the reasonable opinion of the Board of Directors, an Owner has failed to fulfill such Owner's maintenance and repair responsibilities as specified by this Declaration. Such maintenance and repair shall include but not be limited to painting, roof cleaning, repair and replacement of gutters, downspouts, and exterior building surfaces, repair of irrigation systems and yard cleanup and yard maintenance. Each affected Owner shall have thirty (30) days within which to perform the required maintenance or repair after being notified in writing by the Association that such maintenance or repair is necessary before the Association undertakes such maintenance or repair.

(b) The cost of any maintenance or repair undertaken by the Association under the provisions of this Section 4.10 shall be assessed against each Lot upon which such maintenance or repair is performed or, in the option of the Board of Directors, benefiting from same. Such exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of this Declaration, but shall be deemed a Lot Assessment pursuant to Section 6.07. 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, late

fees, attorney's fees, and costs of collection as provided for in Section 6.12, and shall be subordinate to mortgage liens to the extent provided in Section 6.13.

(c) For the purpose of performing the maintenance or repair authorized by this Section 4.10, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under subparagraph (a), to enter upon any Lot at reasonable hours on any day. 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 V. CONSERVATION EASEMENT**

### **Section 5.01 Conservation Easement Areas.**

Pursuant to the provisions of Section 704.06, *Florida Statutes*, the St. Johns River Water Management District (the "District") received a conservation easement recorded on 1-13-1997, in Official Records Book 1217, Page 388, Public Records of St. Johns County, Florida (the "Conservation Easement"). The Conservation Easement shall exist in perpetuity and shall encumber the property described in the Conservation Easement ("Conservation Easement Areas"). The Conservation Easement was granted as a condition of Permit Number 40-109-21489-7 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(a) **Purpose.** The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

(b) **Prohibited Uses.** Any activity in or use of the Conservation Easement Areas inconsistent with the stated purposes of the Conservation Easement is prohibited in perpetuity. The terms of the Conservation Easement expressly prohibit the following activities and uses within the Conservation Easement Areas:

- (i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (iii) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (vii) Acts or uses detrimental to such retention of land or water areas.

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(c) Responsibilities. The Association is responsible for the periodic removal of trash and other debris that may accumulate in the Conservation Easement Areas.

(d) Rights of District. To accomplish the purposes stated in the Conservation Easement, the District has the following rights:

- (i) The right to enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine compliance with the covenants and prohibitions contained in the Conservation Easement.
- (ii) The right to proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

(e) Amendment. The provisions of the Conservation Easement and of this Article V may not be amended without the prior written approval of the District.

## **ARTICLE VI. ASSOCIATION ASSESSMENTS AND CHARGES**

ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION DO NOT INCLUDE, BUT ARE IN ADDITION TO, ASSESSMENTS THAT MAY BE LEVIED BY THE MASTER ASSOCIATION PURSUANT TO THE MASTER DECLARATION.

### **Section 6.01 Creation of the Lien and Personal Obligation for Association Assessments.**

Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association General Assessments, Special Assessments, Lot Assessments, and Master Assessments as herein provided. All assessments are to be fixed, established and collected from time to time as hereinafter provided. Except as otherwise provided herein, the Association Assessments shall be levied against all Lots in equal proportions.

(a) Commencement of Assessments. The Board of Directors shall fix the date of commencement and amount of each Assessment against each Lot at least thirty (30) days in advance of such commencement date. General Assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association. No Owner may waive or otherwise escape liability for payment of Assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

(b) Lien Upon Lot. The General Assessments, Special Assessments, Lot Assessments, and Master Assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which the assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when any such Assessment fell due and any Owner acquiring title to such Lot while any Assessment shall be due and unpaid. Accordingly, each Owner, by acceptance of title to a Lot, expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association. Except as otherwise provided by Section 720.3085, *Florida Statutes*, as the same may be amended from time to time, in the event of a sale or transfer of a Lot, both the Owner and the prior Owner shall be jointly and severally liable for all Assessments, late fees, interest and costs of collection owed to the Association which are attributable to the Lot purchased by or transferred to such new Owner.

**Section 6.02 General Assessments.**

The General Assessments levied by the Association against all of the Lots shall be used exclusively for the general expenses of the Association. Such general expenses include without limitation:

- (a) any and all charges for the administration of the Association;
- (b) access control services;
- (c) maintenance, repair, replacement and operation of the Common Areas and the operation, maintenance and repair of the Master Surface Water or Stormwater Management System as described in Sections 4.06, 4.07 and 4.08 hereof;
- (d) utility service to Common Areas, management, accounting and legal fees;
- (e) insurance policies obtained by the Association;
- (f) reasonable contingency funds for unforeseen expenses and shortfalls in revenue;
- (g) reserves for deferred maintenance, repair and replacement of the Common Area; and
- (h) payment of all debts and any other obligations of the Association which are properly incurred for any purpose stated in this Declaration.

**Section 6.03 Annual Budget.**

By a majority vote of the Board of Directors, the Board of Directors shall adopt an annual budget for each fiscal year which shall provide for adequate funding for all normal and customary expenses contemplated by this Declaration, including any applicable reserve amounts.

**Section 6.04 Effect of Failure to Prepare or Adopt Budget.**

The failure or delay of the Board of Directors to prepare or adopt an annual budget or adjusted budget for any fiscal year shall not release or otherwise affect any Owner's obligation to pay Assessments as herein provided. In the absence of the adoption of an annual Association budget or adjusted budget, each Owner shall continue to pay General Assessments at the then existing rate established for the previous fiscal period, in the manner that such payments were previously due, until such time as the Board of Directors shall revise such General Assessment and manner of payment.

**Section 6.05 Special Assessments.**

A Special Assessment may be levied against all of the Lots for the following purposes:

(a) the cost of any construction, reconstruction, repair or replacement of the Common Areas and any improvements located thereon, including fixtures and personal property related thereto;

(b) any emergency expense which exceeds the amount of any reserves or other Association funds intended to be used for such expense; or

(c) any other charge reasonably contemplated by this Declaration.

A Special Assessment required for the maintenance, repair or replacement of the Common Areas may be approved by a majority vote of the Board of Directors. All other Special Assessments shall require approval by a majority vote of those Members present and voting at a meeting of the Association called in accordance with the Bylaws of the Association. The Board of Directors shall fix the amount and due date of any Special Assessment by resolution. In the event an amendment is made to this Declaration pursuant to Section 13.05 hereof, which amendment has the effect of removing the age restriction with respect to persons under eighteen (18) years of age, then the Association shall remit payment for all school impact fees due to St. Johns County at the rate prevailing at the time of such amendment for each category of units then in existence within the Property. Accordingly, a Special Assessment shall be levied against all Owners by the Association for the payment of any school impact fees that may be in effect at the time of such amendment. The amount of the school impact fee to be assessed against each Owner by the Association shall be equivalent to the school impact fee charged by St. Johns County at the rate prevailing at the time of such amendment for each category of units then in existence within the Property.

**Section 6.06 Master Assessments.**

The Association is responsible for payment in full to the Master Association of any and all regular and special assessments levied by the Master Association pursuant to the Master Declaration. The Association shall also enforce any and all obligations for payment of assessments levied by the Master Association on Lots within the Property. Assessments

due the Master Association will be collected by the Association from each Lot Owner as a part of the General Assessments levied against each Lot. Nothing contained in this Declaration shall prevent the Master Association from directly enforcing each Owner's obligation to pay assessments to the Master Association.

**Section 6.07 Lot Assessments.**

In addition to the General and Special Assessments authorized by this Declaration, the Board of Directors may from time to time levy a Lot Assessment against a particular Lot or Lots and the Owner(s) thereof for the purpose of funding specific services which shall benefit only specific Lots within the Property or any cost that the Association incurs or any fine imposed as a result of an Owner's failure to comply with this Declaration or any damages to the Common Area caused by such Owner, or such Owner's family members, guests, invitees, or tenants. Services for which Lot Assessments may be levied shall include, without limitation, the cost of landscape and irrigation maintenance, repair and replacement undertaken by the Association in accordance with Sections 4.03 or 4.04, and expenses incurred by the Association for cable/satellite television, internet services and home alarm systems or security monitoring.

**Section 6.08 Reserves.**

The Association may elect to include reserve accounts for capital expenditures and deferred maintenance in its annual budgets. Any such reserve account was either authorized by action of the Developer or may be by a vote of the Members in accordance with applicable law. Once such reserve accounts are established, the same shall be funded or maintained, or shall have their funding waived, in the manner provided by Chapter 720, *Florida Statutes*, as the same may be amended from time to time.

**Section 6.09 Association Funds.**

All Assessment funds collected by the Association shall constitute the exclusive property of the Association and no Owner shall have any interest, claim or right in or to any such funds.

**Section 6.10 Working Capital Fund.**

The Association shall be entitled to collect a contribution equal to two (2) months of the Association Assessments at the time of the conveyance of any Lot subsequent to the initial conveyance from the Developer to the initial Lot Owner, except that the following transfers are exempt from this Working Capital Fund contribution transfers:

- (a) transfers of a Lot to the spouse of an Owner;
- (b) transfer of a Lot to a trust whose beneficiaries are solely the spouse and/or direct lineal descendants of Owner;

(c) transfers of a Lot to an entity in which Owner owns at least 51% of the ownership interests;

(d) acquisition of a Lot by a mortgagee pursuant to a foreclosure or deed in lieu of foreclosure.

Each such contribution to the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular Association Assessments. Disbursements from the Working Capital Fund may be authorized by the Board of Directors for any purpose reasonably contemplated by this Declaration.

**Section 6.11 Association Assessment Roster and Certificate.**

A roster of the Owners, their respective Lots and Association Assessments applicable thereto shall be kept in the offices of the Association and shall be open to inspection by any Owner. If an Owner does not reside on a Lot, such Owner is required to provide the Owner's current mailing address to the Association. Consistent with the requirements of Chapter 720, Florida Statutes, the Association shall furnish to any Owner liable for an Association Assessment, a certificate in writing signed by an officer or agent of the Association setting forth whether such Association Assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. Subject to the requirements of Chapter 720, *Florida Statutes*, as the same may be amended from time to time, the Association shall be authorized to charge a fee for the preparation of any such certificate in an amount to be reasonably determined by the Board of Directors.

**Section 6.12 Collection of Association Assessment; Effect of Non-Payment of Association Assessments; Personal Obligation of the Owner; the Lien; Remedies of the Association.**

If any Association Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of five percent (5%) of the amount of the Association Assessment, or Twenty-five and No/100 Dollars (\$25.00), whichever is greater, or as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Association Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association for more than forty-five (45) days after written demand by the Association, the Association upon written notice to the defaulting Owner, shall have the right to accelerate and require such defaulting Owner to pay Association Assessments to the Association for the next twelve (12) month period, based upon the then existing amount and frequency of Association Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other assessments or charges payable to the Association. If any Association Assessments are not paid on the date when due, then such Assessments and any late fees, interest and costs of collection shall become a continuing



lien on the applicable Lot, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Association Assessments, late fees, interest and costs of collection with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Association Assessments, late fees, interest and costs of collection accruing prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefor. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot on which the Association Assessment is unpaid, or may foreclose the lien against the Lot on which the Association Assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of all such Assessments, late fees, interest, attorney's fees and costs of collection incurred by the Association in connection with such unpaid Assessments. In the event a judgment is obtained, such judgment shall include all such late fees, interest, attorney's fees and costs of collection in addition to the amount of all unpaid Assessments. The Association shall also be entitled to recover reasonable attorney's fees in connection with any appeal of any such action or in connection with any bankruptcy proceedings. It shall be the legal duty and responsibility of the Association to enforce payment of the Association Assessments hereunder; provided however, nothing contained in this Declaration shall prevent the Board of Directors from exercising reasonable discretion in connection with the settlement of any dispute relative to the payment of Assessments or other charges to the Association.

#### **Section 6.13 Subordination of the Lien to First Mortgages.**

The lien of Association Assessments, including interest, late fees, attorney's fees and costs of collection provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. The sale or transfer of any Lot or parcel of land shall not affect the Association's Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial foreclosure or deed in lieu of foreclosure of a first mortgage held by an Institutional Lender shall extinguish the lien of such Association Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve any Lot or parcel from lien rights for any Association Assessments thereafter becoming due, and nothing contained herein shall relieve any Institutional Lender, or any other party from the obligation to pay Association Assessments as required by Section 720.3085(2)(c), *Florida Statutes* (2021) as the same may be amended from time to time, or any similar statute, rule or local ordinance.

#### **Section 6.14 Transfer Fee.**

The Association reserves the right to establish a transfer fee to be paid by an Owner upon the transfer or conveyance of such Owner's Lot, which fee and procedures therefor shall be established by the Board of Directors.

### **ARTICLE VII. ARCHITECTURAL**

#### **CONTROL Section 7.01 Architectural Review and Approval.**

All landscaping, exterior improvements, or structures of any kind, including without limitation, any building, fence, playground equipment, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, sign or other improvement must comply with the provisions of this Declaration and the Architectural Criteria. Further, no improvements within the jurisdiction of the Architectural Control Board (ACB), as described in Section 7.04 hereinafter, shall be commenced, erected, placed or maintained upon any Lot without the approval of the ACB, 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 ACB. All such required plans and specifications 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 the terms of this Declaration and Architectural Criteria which may be imposed from time to time by the Board of Directors. In such event, each Owner shall supply two (2) sets of completed plans and specifications to the ACB and no plan or specification shall be deemed approved unless a written approval is granted by the ACB to Owner submitting same. The ACB 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 ACB to the Owner submitting same. Jurisdiction of the ACB shall be established by the Board of Directors, as set forth in the Architectural Criteria.

#### **Section 7.02 Review Procedures.**

The Board of Directors and the ACB shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VII:

(a) The Board of Directors shall have the right to promulgate, amend, eliminate or replace Architectural Criteria applicable to any changes, modifications or improvements as referenced in Section 7.01 and to any architectural review to be conducted by the ACB which shall be applicable to all or any portions of the Property. Any amendment of the Architectural Criteria shall be consistent with the provisions of this Declaration. It shall not be necessary for the Architectural Criteria, or any amendment thereto, to be recorded in the public records.

(b) In addition to the required 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 VII, the ACB 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 ACB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable Architectural Criteria.

(c) The Board of Directors shall have the right to adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if

any, as published in the Architectural Criteria, shall be payable to the Association, at the time that plans and specifications are submitted to the ACB.

(d) The Board of Directors shall have the right to require each Owner to deposit a reasonable performance deposit as a condition to obtaining architectural approval pursuant to this Article VII, which shall secure such Owner's construction of improvements in accordance with plans and specifications approved by the ACB and any other obligations of such Owner arising under this Declaration, including without limitation, such Owner's obligation to repair any damages to the irrigation system caused by such Owner's construction activities.

(e) Upon completion of Owner's construction activities, Owner shall, within fifteen (15) days, notify the ACB which shall inspect the improvements for consistency with the approved Plans and Specifications. In the event that as the result of an Owner's failure to construct improvements in accordance with plans and specifications approved by the ACB, or failure to perform any such obligations arising under this Declaration, all or any portion of such performance deposit shall be forfeited, and the same shall be paid over to the Association. The Association, further, may exercise its rights of enforcement as provided in this Declaration.

#### **Section 7.03 Variance.**

The Board of Directors may authorize variances from compliance with any architectural provisions of this Declaration or applicable Architectural Criteria 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 Board of Directors 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 Architectural Criteria covered by the variance, nor shall it affect 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.

#### **Section 7.04 ACB.**

The ACB shall be comprised of not more than seven (7) persons who shall be appointed by and serve at the pleasure of the Board of Directors. The members of the ACB shall be members of the Association, and shall serve without compensation,

#### **Section 7.05 Limited Liability.**

In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the ACB or the Board of Directors as contemplated by this Article VII, the ACB, the Board of Directors, 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 ACB or the Board of Directors.

## **ARTICLE VIII. EASEMENTS**

### **Section 8.01 Members' Easements.**

Each Member of the Association, and each tenant, agent and invitee of such Member, shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association, The foregoing easements are subject to the following:

(a) The right and duty of the Association or Master Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration or Master Declaration and with any restrictions on the plat of the Property.

(b) The right of the Association to suspend a Member's Common Area use rights pursuant to Section 13.03 of this Declaration.

(c) The right of the Association and or Master Association to adopt and enforce rules and regulations governing the use of the Common Areas.

The right of a Member to the use and enjoyment of the Common Areas shall extend to their guests and invitees, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

### **Section 8.02 Easements Appurtenant.**

The easements provided in Section 8.01 shall be appurtenant to and shall pass with the title to each Lot.

### **Section 8.03 Utility Easements.**

Throughout the Property, public utilities may be installed underground when necessary for the service of the Property, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration. The Association hereby reserves unto itself and grants to all utility and service companies, an easement over, upon, under and across any portion of the Property to service any portion of the Property for ingress, egress, installation, maintenance, repair and replacement of utility and service lines; provided, however, such easement shall not encroach on or cross under any existing buildings. This easement expressly includes the right to cut any trees, bushes or shrubbery, make any grading of soil or take any other similar action reasonably necessary to reasonably provide utility services and to maintain reasonable standards of health, safety and appearance. THE ASSOCIATION, AND THE ACB SHALL NOT BEAR ANY RESPONSIBILITY FOR THE REPAIR OR REPLACEMENT OF ANY LANDSCAPING PLANTED, SPECIAL GRADING ESTABLISHED OR STRUCTURE CONSTRUCTED WITHIN A UTILITY EASEMENT.

**Section 8.04 Public Easements.**

Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

**Section 8.05 Easements for Encroachment.**

There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed by the Developer, the Prior Developer or any Owner in compliance with the requirements of this Declaration, to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided however, that at no time shall there be any encroachment on or to the surface water management systems, without the written consent of the District. In no event shall an easement for encroachment exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of an Owner.

**Section 8.06 Right to Grant or Relocate Easement.**

The Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

**Section 8.07 Association Easement.**

For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots as may be reasonably necessary to effect and perform such obligations.

**Section 8.08 Easement for Access and Drainage.**

The Association shall have a perpetual non-exclusive easement over all areas of the Master Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Master Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Master Surface Water or Stormwater Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Master Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Master Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District. In addition, the Association shall also have the right to enter upon any portion of any Lot which is a part of the Master Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Master Surface Water or Stormwater Management System as required by applicable governmental entities. No person shall alter the drainage flow of the Master Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of applicable governmental entities.

**Section 8.09 Reserved.**

**Section 8.10 Telecommunications Service Easement.**

To the extent not in conflict with the Master Declaration, the Association is specifically authorized to provide for and enter into contracts to provide central telecommunication receiving and distributing systems, including cable television, high speed internet/intranet services and security monitoring, as well as related components, including associated infrastructure, equipment, hardware, and software to serve the Property. Any such contract may provide for installation, operation, management, maintenance and/or upgrades and modifications to the systems as the Association determines. If such a contract is entered into, the contractual charges for such services to all Lots within the Property shall be deemed a common expense of the Association.

## **ARTICLE IX. GENERAL RESTRICTIVE**

### **COVENANTS Section 9.01 Applicability.**

The provisions of this Article shall be applicable to all Lots situated within the Property. These provisions are in addition to, and not in place of, the restrictions set forth in the Master Declaration.

### **Section 9.02 Land Use.**

No Lot shall be used except for residential purposes, provided however, subject to prior approval by the Board of Directors, home offices shall be permitted subject to such reasonable conditions as may be imposed by the Board of Directors.

### **Section 9.03 Reserved.**

### **Section 9.04 Landscaping of Easements.**

In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded plat(s) of the Property. Within these easements no structure, planting or other material may be placed or permitted to remain that will interfere with vehicular traffic or prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the plat(s). Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the Property, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided however, that control panels for utilities may be installed and maintained above ground.

### **Section 9.05 Nuisances.**

No noxious or illegal activity shall be carried on upon any Lot or the Common Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner. In the event of any question as to what may be or become a nuisance, such question shall be submitted in writing to the Board of Directors for a decision in writing, which decision shall be final and dispositive. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter

upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas so that they shall not be visible from adjoining Lots or from the street. Violation of this Section may be enforced as provided in this Declaration and Chapter 720, Florida Statutes.

**Section 9.06 Temporary or Detached Structures.**

No structure of a temporary, detached or accessory character, such as a trailer, tent, mobile home, recreational vehicle, tool shed, dog house or gazebo shall be permitted on any Lot either temporarily or permanently.

**Section 9.07 Signs.**

One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. No other sign of any kind shall be displayed to the public view on the Property, except as allowed by Chapter 720, Florida Statutes, and as in compliance with Architectural Criteria adopted in accordance with Section 7.02, or with the prior consent of the ACB.

**Section 9.08 Oil and Mining Operations.**

No oil drilling, oil development operations, oil refilling, quarrying or raining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

**Section 9.09 Animals and Pets.**

No reptiles, animals, livestock, or poultry of any kind may be raised, bred, kept or permitted on any Lot, with the exception of dogs, cats, or other usual and common household pets not to exceed a total of two (2) pets regardless of species. The keeping of a dog or other domestic pet is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. This license is subject to the following conditions:

(a) Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area;

(b) Pets are permitted to have excrements upon the Common Areas provided that the owner shall immediately remove such excrement from the Common Areas with a "PooperScooper" or other appropriate tool and deposit said waste in an approved trash receptacle;



(c) The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by such pet or resulting from its presence on the Property; and

(d) Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration. Service Animals may be allowed as permitted by Federal and State law.

**Section 9.10 Age Restrictions (Adult Housing).**

(a) General. The homes built upon the Lots (each, a "Residence") are intended for the housing of persons 55 years of age or older. The provisions of this Section 9.10 are intended to be consistent and are set forth in order to comply with the Federal Fair Housing Amendments Act, 42 U.S.C. §3601, et seq. (1988), and the exemption therefrom provided by the Housing for Older Persons Act of 1995, 42 U.S.C. §3607(b)(2)(c), (as may be amended from time to time, the "Act"). The Association shall have the power to amend this Section 9.10 without the consent of the Owners in order to make this Section 9.10 consistent with the Act, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

(b) Restrictions on Occupancy.

- (i) Each occupied Lot within the Property shall at all times have as a permanent occupant therein at least one person who is 55 years of age or older (the "Qualifying Occupant"); provided, in the event of the death of a person who was the sole Qualifying Occupant of a Residence, the spouse of such Qualifying Occupant may continue to occupy the Residence as long as the provisions of the Act and the regulations adopted thereunder are not violated by such occupancy. For purposes of this Section, an occupant shall not be considered a permanent occupant unless such occupant considers the Residence his or her legal residence and actually resides in the Residence for at least six months during every calendar year.
- (ii) No persons who have yet to attain eighteen (18) years of age shall be permitted to reside in any residence on a Lot within the Property except as provided herein. Children under eighteen (18) years of age may be permitted to visit and temporarily reside in a residence on a Lot within the Property provided that such temporary residence shall not exceed sixty (60) days in any one calendar year or sixty (60) days within any consecutive twelve (12) month period, whichever shall result in the shortest period of such temporary residence. Any amendments to this Section must comply with Sections 6.05 and 13.05 hereof.

- (iii) Nothing in this Section is intended to restrict the ownership of or transfer of title to any Lot; provided no Owner may occupy his or her Residence unless the requirements of this Section are met nor shall any Owner permit occupancy of the Residence in violation of this Section. Owners shall be responsible for including the statement that the Residences within the Property are intended for the housing of persons 55 years of age or older in conspicuous type in any lease or other occupancy agreement or contract of sale relating to any Owner's Lot. Every lease of a Residence shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.
- (iv) Any Owner may request in writing that the Board of Directors make an exception to the requirements of this Section 9.10 with respect to his or her Residence, and the Board of Directors may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the requirements for exemption from the Act still would be met.
- (v) Notwithstanding any provision of this Declaration to the contrary, the Board of Directors shall not allow any exception to the requirements of this Section 9.10 if the granting of such exception is, in the sole opinion of the Board of Directors, likely to result in less than eighty percent (80%) of the Residences being occupied by at least one person of the age of fifty-five (55) years or older. Further, the Board of Directors shall adopt such policies and procedures as it shall reasonably determine to be necessary to ensure that at least eighty percent (80%) of the Residences shall be occupied by at least one person of the age of fifty-five (55) years or older.

(c) Change in Occupancy; Notification of Association. In the event of any change in occupancy of any Residence, as a result of a transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent Residence, or otherwise, the Owner of the Residence shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Residence and such other information as this Board of Directors may reasonably require to verify the age of occupant. In the event an Owner fails to notify the Board of Directors and provide all required information within 10 days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Owner and the Residence for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupant continues to meet the requirements of this Section, in addition to all other remedies available to the Association under this Declaration. Any such fines shall be imposed in accordance with the requirements of Section 13.03 of this Declaration.

(d) Monitoring Age Compliance by Association. The Association shall be responsible for maintaining age records on all occupants of Residences. The Board of Directors shall adopt

policies, procedures and rules to monitor and maintain compliance with this Section, including policies regarding visitors, updating of age records, granting of exemptions, and enforcement. The Association shall periodically distribute such policies, procedures and rules to Owners and make copies available to Owners and their tenants and mortgagees upon reasonable request.

(e) Association as Attorney-In-Fact. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS HIS OR HER ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL POSSESSION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER RESIDENCE AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Owners shall promptly and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Residence which in the judgment of the Board of Directors are reasonably necessary to monitor compliance with this Section.

(f) Hold Harmless by Owners. Each Owner shall be responsible for ensuring compliance of his or her Residence with the requirements and restrictions of this Section and the rules of the Declaration adopted hereunder. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, EXPENSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM THE FAILURE OF SUCH OWNER TO COMPLY WITH THIS SECTION 9.10.

(g) Enforcement. The Association shall enforce the terms and conditions of this Section 9.10 through all of the rights and remedies available to it pursuant to this Declaration.

**Section 9.11 Visibility at Intersections.**

No obstruction to visibility at street intersections shall be permitted.

**Section 9.12 Commercial Trucks, Trailers, Campers and Boats.**

No commercial vehicles, campers, mobile homes, motor homes, recreational vehicles, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that the same may be stored within a fully enclosed garage with the garage door shut. Small pickup trucks or vans of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to public view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same any reference to any commercial undertaking or enterprise. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services. No vehicle that is unlicensed or inoperable may be kept or stored on the Property, unless kept inside a fully enclosed garage with the garage door shut. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

**Section 9.13 Fences.**

No fence, wall or other structure shall be erected in the front, back, or side yard of any Lot, except as consistent with the Architectural Criteria, and as approved by the ACB or as installed by the Developer or the Prior Developer. All fences shall be uniform throughout the community and shall be the same width as the exterior width of the house and will extend to the maximum rear fence setback set forth in this Section 9.13. The approved fence standard for the Property is a black, four foot (4') aluminum picket style. In addition, in the event fences are built, an additional corner wrap of evergreen shrubs must be planted at the corners of the fence, extending a minimum of twelve feet (12') in each direction from each corner, and the fence must have a gate of at least three feet (3') in width. Fence setbacks based on the Lot boundary lines shall be as follows:

Side Yard	2 feet	Rear Yard	5 feet
Lakefront	7 feet	Preservation Areas	1 foot

**Section 9.14 Hedges.**

No hedge shall be erected in the front yard except as approved by the ACB or as installed by the Developer or the Prior Developer.

**Section 9.15 Garbage and Trash Disposal.**

Garbage, refuse, trash or rubbish shall be stored in a manner that will screen same from view from any street or other Lot, provided however, that all requirements imposed from time to time by St. Johns County for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All household garbage placed out for collection must be kept only in closed plastic garbage cans. Recyclables may be placed in containers supplied or approved by St. Johns County or the recyclable collection service provider. Grass clippings, shrub trimmings, and similar yard waste may be placed in sealed plastic garbage bags. Trash and recyclables shall not be placed curbside earlier than 6:00 P.M. the evening before collection. Empty receptacles or uncollected refuse shall be promptly removed from the curbside by each Owner.

**Section 9.16 Gas Containers.**

There shall be no storage of gasoline, kerosene, propane, heating or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and operation of lawn mowers, grills, and similar tools or equipment and except as may be approved in writing by the ACB. No gas tank, gas container, or gas cylinder (except those approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, indoor ranges, hot water heaters, home heating equipment and fireplaces, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any Residence or any ancillary building,

and all such items shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by an enclosure approved by the ACB.

**Section 9.17 Communication Equipment.**

Except as may be permitted by the ACB, no antennas, satellite dishes, aerials, or lines, wires or other devices for communication or transmission of electrical current shall be placed on any portion of the Property; provided, however, direct broadcast satellite ("DBS") antennae and multipoint distribution service ("MDS") antennae having a size of one meter or less in diameter, and television broadcast antennas of any size, are permitted on a Lot. Such items shall be installed in the least conspicuous location available on the Lot which permits reception of an acceptable signal, and must be installed in accordance with the rules of the Federal Communication Commission ("FCC") and any requirements of the ACB and Association that are consistent with the rules of the FCC. In no event, however, shall lines or wires for communication or the transmission of electrical current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members. Any such lines or wires which are not located in buildings shall be comprised of protected cable and shall be installed and maintained underground.

**Section 9.18 County Requirements.**

Any plat or replat of the Property subject to this Declaration must conform to the master development plan as approved by St. Johns County.

**Section 9.19 Drainage.**

Unless first approved by the ACB and the District, no Owner may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer or the Association from, on or across any Lot, Common Area or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes that materially, adversely affect the drainage of or to neighboring Lots or the Common Areas shall be permitted on any Lot.

**Section 9.20 Pumping or Draining.**

The Owner of any Lot that includes or is adjacent to any pond, creek, or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom.

**Section 9.21 Standard Mailboxes.**

All Residences within the Property shall have standard mailboxes conforming to postal regulations and the guidelines for such mailboxes adopted by the Board of Directors. By accepting a deed to a Lot, each Owner agrees that the Association may, subject to Federal Postal regulations, remove any non-approved mailbox in a reasonable manner; all costs for same shall be paid by Owner of such Lot, and all claims for damages caused by such removal are hereby waived.

**Section 9.22 Window Treatments.**

Window treatments shall consist of drapery, blinds, shutters, decorative panels or other window covering, of the type customarily found in single family homes, and no newspaper, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) months after an Owner first moves into a Residence or when permanent window treatments are being cleaned or repaired.

**Section 9.23 Leasing.**

No lease of any Residence may be entered into for less than a seven (7) month term, and all leases must be in writing. Owners are required to provide to the Association their tenant's current mailing address, together with the names and ages of all persons residing on the Owner's Lot. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any tenant or other person residing on the Owner's Lot, and for all guests and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as a Lot Assessment, limited where applicable to the extent that the expense or liability to the Association is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner including loss of use and access to the Association's common elements and amenities. All leases must comply with the limitations of Section 9.10 of this Declaration. With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with such Owner on the Lot, if such person shall materially violate any provision of this Declaration, or be a source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner as a Lot Assessment. The foregoing shall be in addition to any other remedy of the Association.

**Section 9.24 Waterways.**

Motorized boats, jet skis or other motorized vessels are not permitted to be utilized in or stored within any waterway within the Property. Swimming, and other active uses of lakes, ponds, or other bodies of water within the Property shall be prohibited, unless the Association specifically allows such use. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or other bodies of water within the Property. Lakes, detention or retention ponds, or other wetlands in the Property, may be designed as water management areas and are not necessarily designed as recreational or aesthetic features.

**Section 9.25 Screen Enclosures.**

No screen enclosures may be constructed on any Lot except as approved by the ACB and only after all necessary approvals and permits have been obtained from all governmental agencies. No screen enclosure may be constructed in any designated building setback area on any Lot unless the Association and St. Johns County approve a variance.

**Section 9.26 Accessory Structures.**

No structures of an accessory character, such as a tool or gardening shed, dog house or gazebo, shall be permitted on any Lot either temporarily or permanently.

**Section 9.27 Hazardous Materials.**

No hazardous or toxic materials shall be discharged, maintained, stored, or disposed of in or under the Property, except in strict compliance with all applicable federal, state and local laws and rules. Flammable, combustible or explosive fluids or materials for ordinary household use may be stored or used on the Property, subject to strict safety codes and shall be stored in containers specifically designed for such purposes.

**ARTICLE X. INSURANCE AND HAZARD LOSSES**

**Section 10.01 Insurance.**

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain the following types of insurance coverage, if reasonably available or, if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(a) **Property Insurance.** Property insurance covering all insurable improvements located on the Common Areas. All buildings and insurable improvements located on the Common Areas (excluding foundation and excavation costs), and all personal property owned by the Association, shall be insured for such coverage amounts and deductibles as may be reasonably determined annually by the Board of Directors. The Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damaged or destroyed property until such repair, replacement or reconstruction is completed, without the approval of two-thirds percent of the votes of the Owners present in person or by proxy at a duly called meeting of the Association.

(b) Commercial General Liability Insurance. Commercial general liability insurance insuring the Association and its members for damage or injury for which the Association or any of its members, employees, agents, or contractors may be liable. If generally available at reasonable cost, the commercial general liability coverage (including primary and any umbrella coverage) shall have a limit of at least One Million Dollars (\$1,000,000.00) per occurrence with respect to bodily injury, personal injury, and property damage, provided should additional coverage and higher limits be available at reasonable cost, the Association may obtain such additional coverages or limits. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage, if applicable.

(c) Blanket Fidelity Bonds. Blanket fidelity bonds for anyone who either handles or is responsible for funds that the Association holds or administers, covering the funds that will be in the custody or control of the Association or any managing agent, which coverage shall be in such amounts as may be reasonably determined by the Board of Directors from time to time. Notice of cancellation or substantial modification of such bonds shall be provided to the Members.

(d) Flood Insurance. Flood insurance for any part of the Common Areas located in any special flood hazard area which is designated on the applicable flood insurance rate map, or if the Board of Directors determines a material flood hazard exists as a result of surrounding conditions. If so required, the Association shall maintain a policy of flood insurance on all such affected improvements or other insurable property. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Worker's Compensation Insurance. Worker's compensation insurance in order to meet the requirements of law, as necessary.

(f) Directors and Officers Liability Insurance. Directors and officers liability insurance providing such coverage as the Board of Directors of the Association may reasonably determine.

(g) Other Insurance. Other insurance as reasonably determined by the Board of Directors to be desirable.

#### **Section 10.02 Company and Policy Requirements.**

(a) Company Rating. The company or companies with whom the Association shall place its insurance coverage must meet the following requirements: a B+ general policyholder's rating or a financial performance index of six (6) or better in the Best's Key Rating Guide, or an A or better rating from Demotech, Inc.

(b) Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective agents, employees, guests and invitees.



(c) Named Insured. The named insured on all policies shall include the Association.

**Section 10.03 Premiums.**

Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the requirements of this Article X shall be assessed against and collected from Owners as part of the Assessments.

**Section 10.04 Owner's Insurance.**

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry hazard insurance for the replacement cost of all insurable improvements located on the Owner's Lot, less a reasonable deductible. Each Owner further covenants and agrees that in the event of damage to or destruction of structures or landscaping located on such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure or landscaping consistent with the original construction or such other plans and specifications as are approved in accordance with the provisions hereof. Alternatively, the Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat and attractive, landscaped condition. The Owner shall pay any costs which are not covered by insurance proceeds.

**Section 10.05 Association Liability.**

Notwithstanding the duty of the Association to maintain and repair portions of the Common Areas, neither the Association, nor its officers, directors, committee members, or Members shall be liable to any Owner or their family members, guests, invitees, agents, servants, contractors or tenants for any injury or damage sustained in any portion of the Property, unless due to Association's gross negligence or willful misconduct. Each Owner, by virtue of the acceptance of title to his or her Lot, and each other person having an interest in or right to use any portion of the Property, by virtue of accepting such interest or right to use, shall be bound by this Section 10.05 and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the Association and such parties arising from or connected with any matter for which the liability of the Association has been disclaimed under this Section 10.05.

**ARTICLE XI. RIGHTS OF WAYS.**

**Section 11.01 Private Roads.**

The Association, its successors and assigns has: (a) the absolute and unrestricted right, but not the obligation, to limit, restrict or deny the ingress of any person, except Owners and Mortgagees, who, in the sole determination of the Association, does not belong or have business on the Property, or who may create or participate in a disturbance or nuisance on any

part of the Property, or who is otherwise undesirable, through use of a controlled or guarded entranceway, or through such other means and upon such terms and conditions as the Association may reasonably determine; (b) the right to control and regulate all types of vehicular traffic and parking on all or any part of the roads; (c) the right, but not the obligation, to require the removal of any shrub, bush, fence, wall, tree or other item of any sort which might, in the sole opinion of the Association impair or obstruct a motorist's vision of any portion of any road located within or adjacent to the Property; (d) the right to enforce claims against any Owner responsible for damages to any road within the Property; (e) the right to adopt other rules and regulations governing the use of the roads within the Property; and (f) the right to assign in whole or in part the rights reserved herein to any person, including, without limitation, the Association.

## **ARTICLE XII. MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers or guarantors of first mortgages on Lots in the Property:

### **Section 12.01 Notices of Action.**

An Institutional holder, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Lot number), therefore becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

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

(d) any proposed action that would require the consent of a specified percentage of eligible holders.

### **Section 12.02 No Priority.**

No provision of this Declaration gives or shall be construed as giving any Owner or other party priority over any rights of the holder of any first mortgage encumbering any Lot in the case

of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

**Section 12.03 Notice to Association.**

Upon request, each Owner shall be obligated to furnish, to the Association the name and address of the holder of any mortgage encumbering such Owner's Lot.

**Section 12.04 Failure of Mortgagee to Respond.**

Any Mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

**ARTICLE XIII. GENERAL PROVISIONS**

**Section 13.01 Duration.**

The covenants and restrictions of this Declaration shall run with the title to and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument approved by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration.

**Section 13.02 Notice.**

Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed with postage prepaid, or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 13.03 Enforcement.**

(a) Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, rule or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association or any Member to enforce any covenant, rule, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) The District 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 Master Surface Water or Stormwater Management System. Applicable governmental entities shall also 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 Master Surface Water or Stormwater Management System.

(c) The Board of Directors may suspend the voting rights of any Member for the non-payment of General Assessments that are delinquent in excess of ninety (90) days.

(d) The Board of Directors may suspend the rights of a Member and such Member's guests and invitees to use the Common Area and any other facilities owned or maintained by the Association in instances where such Member is delinquent in the payment of assessments or other charges due to the Association pursuant to the terms of this Declaration. In the discretion of the Board of Directors, any such suspension shall continue until the Member shall pay all unpaid assessments or other charges that are then due the Association.

(e) In addition to all other remedies and to the maximum extent allowed by law, including but not limited to Chapter 720, Florida Statutes, the Association may suspend a Member's right to use the Common Areas and may impose a fine or fines against a Member for failure of such Member or such Member's guests or invitees to comply with any covenant, restriction, Architectural Criteria, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

- (i) Notice: The Association shall notify the Member of the alleged infraction or infractions and the proposed fine. 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 Member shall present reasons why a suspension or fine should not be confirmed or rejected. 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 confirm or reject 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 suspension or fine should not be confirmed or rejected. A written decision of the Enforcement Committee shall be submitted to the Member by not later than twenty-one (21) days after the meeting.
- (iv) Amounts: The Enforcement Committee (if its findings are made against the Member) may confirm a fine or fines against a Member

in an amount to be determined by the Board of Directors which may, in the reasonable discretion of the Board of Directors, exceed \$1,000.00 for a continuing violation. In no event, however shall a fine exceed the maximum amount allowed by law from time to time: 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 penalties and may be collected and enforced, as provided herein.

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

(f) The suspension of any Member's right to use the Common Area or other facilities owned or maintained by the Association shall not impair the right of such Member, or such Member's tenant, to have vehicular and pedestrian ingress to and egress from the Member's Lot, including but not limited to, the right to park. Such suspension may, however, be made applicable to such Member's guests or invitees.

#### **Section 13.04 Severability.**

The invalidation of any provision of this Declaration by judgment or court order shall in no way affect any other provisions hereof, and such other provisions shall remain in full force and effect.

#### **Section 13.05 Amendment.**

This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds (2/3) of the total votes of the Association, unless a higher percentage is elsewhere required by this Declaration for approval of an amendment to a specific provision hereof. Any amendment must be recorded in the public records of St. Johns County, Florida. Any amendments to this Declaration which alter any provision relating to the Master Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District. Any amendments to this Declaration which alter the age restrictions with respect to persons under eighteen (18) years of age must have the prior approval of the St. Johns County Board of County Commissioners and such amendment must comply with Section 6.05 of this Declaration.

#### **Section 13.06 Litigation.**

No judicial or administrative proceeding with an amount in controversy in excess of One Hundred Thousand and No/100 Dollars (\$100,000.00) shall be commenced or prosecuted by the Association unless approved by a vote of a majority of the Owners present in person or by proxy at a meeting of the Association at which a quorum is attained (or as otherwise provided by Chapter 720, Florida Statutes).

**Section 13.07 Effective Date.**

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

**ARTICLE XIV. DISCLAIMERS**

**Section 14.01 No Liability for Failure of Security.**

NO REPRESENTATION, GUARANTEE, OR WARRANTY IS MADE NOR ASSURANCE GIVEN THAT ANY SECURITY SYSTEM, LIMITED ACCESS SYSTEM OR PROCEDURES FOR OPERATION OF THE PROPERTY WILL PREVENT PERSONAL INJURY OR DAMAGE TO OR LOSS OF PROPERTY. THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL INJURY OR FOR ANY LOSS OR DAMAGE TO PROPERTY WHICH MAY OCCUR WITHIN THE PROPERTY REGARDLESS OF WHETHER IT IS DUE TO FAILURE OF THE SECURITY SYSTEM, LIMITED ACCESS SYSTEM, OR PROCEDURES FOR OPERATION ADOPTED FROM TIME TO TIME.

**Section 14.02 Disclaimers as to Water Bodies.**

NEITHER THE ASSOCIATION, THE MASTER ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, 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, VENEMOUS 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, MAINTENANCE OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

**(Signatures begin on the following page)**

IN WITNESS WHEREOF, the Association has caused this Third Amended and Restated Declaration of Restrictions and Protective Covenants to be duly executed as of the date and year first above written.

Signed, sealed and delivered  
In the Presence of:

**CASCADES AT WORLD GOLF VILLAGE  
HOMEOWNERS' ASSOCIATION, INC.**  
A Florida non-profit corporation

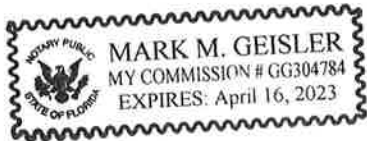
By: *Leslie M. Ferretto*  
Witness  
Printed Name: LESLIE M. FERRETTO

By: *Ricke Ricciardelli*  
Printed Name: RICKE RICCIARDELLI  
Title: President

By: *James Rienhardt*  
Witness  
Printed Name: JAMES RIENHARDT

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me, this 12 day of April, 2022, by RICKE RICCIARDELLI as President of CASCADES AT WORLD GOLF VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation by means  of physical presence or  online notarization.



*Mark M. Geisler*  
NOTARY PUBLIC  
My commission expires: