

Declaration of Covenants, Conditions,
Easements & Restrictions
for
Johns Landing

Prepared by and return to:

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS FOR JOHNS LANDING**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR JOHNS LANDING is Made and executed this ___ day of _____, 2000, by Roberts/Cura Company, a Florida joint venture (hereinafter referred to as the "Developer").

RECITALS

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A. Developer is the record owner of fee simple title to certain real property situate in Orange County, Florida, which is more particularly described as follows:

All lands included within and embraced by the plat of Johns Landing Phase 1, according to the plat thereof as recorded in Plat Book 44, Page 47, the Public Records of Orange County, Florida, which plat shall include the lands described on Exhibit "A" attached hereto.

(hereinafter referred to as the "Subject Property"); and

B. Developer intends that the Subject Property be developed as a single family residential community known as "Johns Landing;" and

C. The Developer desires to ensure that the Subject Property is subdivided, developed, improved, occupied, used and enjoyed pursuant to a uniform plan of development; and

D. Developer desires to impose this Declaration upon the Subject Property, to the effect that the lands within and comprising Johns Landing shall be subject to these uniform covenants, conditions, restrictions, easements and reservations.

NOW, THEREFORE, for and in consideration of the premises hereof, Developer does hereby declare that the Subject Property shall be and is hereby encumbered by and made subject to those covenants, conditions, restrictions, easements and reservations hereinafter set forth.

ARTICLE I
DEFINITIONS

For purposes of this Declaration, the following terms shall have the following definitions and meanings:

1. "Architectural Review Board" shall mean and be defined as the committee created and established by and pursuant to this Declaration which is responsible for the review and approval of all plans, specifications and other materials describing or depicting improvements

proposed to be constructed on Residential Property and also responsible for the administration of those provisions of Article 15 of this Declaration entitled Architectural and Landscape Control.

2. "Assessment" shall mean and be defined as any assessment of an Owner and a Lot by the Association for Common Expenses and other items pursuant to, in accordance with and for the purposes specified in Article 10 of this Declaration.

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3. "Association" shall mean and be defined as Johns Landing Homeowners' Association, Inc., a corporation not-for-profit organized and existing under the laws of the State of Florida.

4. "Board" shall mean and be defined as the Board of Directors of the Association.

5. "Builder(s)" shall mean and be defined as licensed contractors who purchase a Lot or Lots for the purpose of building single family homes thereon and selling said homes and Lots to third parties.

6. "City" shall mean and be defined as the City of Oakland, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

7. "Common Expenses" shall mean and be defined as those costs and expenses of the Association more particularly identified and described in Article 10.2 of this Declaration.

8. "Common Property" shall mean and be defined as all real and personal property, rights and interests from time to time owned or held by the Association for the common use, enjoyment and benefit of all Owners, including, but not limited to the Community Wall, the Common Streets and Roads, the stormwater management tracts and facilities, the benefits of all easements shown on the Plat, the benefit of the easements established by this Declaration or the Plat for any common facilities that from time to time may be installed on any Lot, and all easements, if any, granted to or for the benefit of the Association.

9. "Common Streets and Roads" shall mean and be defined as the rights-of-way of all streets, roads, drives, courts, ways and *cul de sacs* within Johns Landing which remain private and are not dedicated to the public use, as the same are described in and depicted on the Plat and all paving, curbs, gates and other improvements, facilities and appurtenances located therein, including street lights and utility lines, but specifically not including any potable water, sanitary sewer or other utility lines that are dedicated to the City.

10. "Community Wall" shall mean and be defined as any wall or similar structure from time to time situated on the landscape and wall easements as shown on the Plat, together with any footings, related equipment, landscaping (including wiring or irrigation systems) and other appurtenances.

11. "Construction Plans" shall mean and be defined as the Construction Plans For Johns Landing prepared by Miller, Einhouse & Rymer in May 1998, Job No. 97-1710, approved by the City of Oakland on January 26, 2000.

12. "County" shall mean and be defined as Orange County, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

13. "Declaration" shall mean and be defined as this Declaration of Covenants, Conditions, Easements and Restrictions for Johns Landing and all amendments thereto and modifications thereof as are from time to time recorded among the Public Records of the County.

14. "Developer" shall mean and be defined as Roberts/Cura Company, a Florida joint venture, and such other person(s) to whom the Developer specifically assigns by written instrument its rights as Developer hereunder as to all or any portion of the Subject Property, as described in Article 19.10 of this Declaration.

15. "Johns Landing" and "Johns Landing Community" shall mean and be defined as Johns Landing, the single family residential community planned for and developed on the Subject Property as reflected on the Plat recorded or to be recorded in the Official Records of the County, including all Residential Property and Common Property.

16. "Governmental Regulations" shall mean and be defined as all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Subject Property or any Improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

17. "Institutional Lender" shall mean and be defined as and include (a) any state or federal savings bank, commercial bank or savings and loan association, any real estate investment trust, any insurance company, any mortgage banking company, any mortgage company, any pension and/or profit sharing plan or any other lending or investing institution, generally and customarily recognized as being engaged, in the ordinary course of its business, in making, holding, insuring or guaranteeing first lien priority real estate mortgage loans and (b) Developer, to the extent that Developer shall hold a mortgage upon any portion of the Subject Property, and all successors, assigns, assignees and transferees of Developer who shall own or hold any mortgage upon the Subject Property or any portion thereof which was originally executed and delivered to and owned and held by Developer.

18. "Improvements" shall mean, be defined as and include any buildings, outbuildings, structures, driveways, walkways, swimming pools, patios, decks, fences, walls, landscaping, and any and all other appurtenances, facilities and improvements of any kind, nature or description constructed, erected, placed, installed or located on Residential Property and any replacements thereof and all additions or alterations thereto.

19. "Lot(s)" shall mean and be defined as a separate single family residential building site within the Subject Property as the same is subdivided and described by a number pursuant to and in accordance with the Plat and shall include any Improvements from time to time constructed, erected, placed, installed or located thereon. The Developer currently plans to plat a total of two hundred seventy-three (273) Lots but is under no obligation, express or implied, to do so.

20. "Member" shall mean and be defined as all members of the Association and shall include all Owners.

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21. "Owner" shall mean and be defined as one or more persons or entities who or which are, alone or collectively, the record owner of fee simple title to any Lot within Johns Landing, including Developer and its successors and assigns, but excluding those having an interest in any such Lot merely as security for the payment of a debt of the performance of an obligation.

22. "Plat" shall mean and be defined as any of the plats of the Subject Property, as recorded or to be recorded in the Public Records of the County.

23. "Residential Property" shall mean and be defined as all of the Lots.

24. "SJRWMD" shall mean the St. Johns River Water Management District.

25. "Surface Water Management System" means a system including, but not limited to, roadway and rear-yard under-drains, as depicted in the Construction Plans, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

26. "Subject Property" shall mean all lands included within and embraced by the plat of Johns Landing Phase 1, according to the plat thereof as recorded in Plat Book 44, Page 47, the Public Records of Orange County, Florida, which plat shall include the lands described in Exhibit "A" attached hereto, together with any additional lands to which the Developer may subsequently extend this Declaration as contemplated in Article 4.3.

27. "Undeveloped Parcel" shall mean that certain real property described as "Tract B" on the plat of Johns Landing Phase 1, according to the plat thereof as recorded or to be recorded in Plat Book 44, Pages 47-49, the Public Records of Orange County, Florida attached hereto and by this reference made a part hereof, which is presently an unimproved and undeveloped parcel of land that Declarant may, but is not obligated to, develop, improve and, by annexation, subject to this Declaration.

ARTICLE II
OBJECTS AND PURPOSES

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The covenants, conditions, restrictions, easements and reservations set forth in this Declaration are hereby imposed upon the Subject Property for the following objects and purposes:

- (a) To establish Johns Landing as a premier single family residential community in Central Florida;
- (b) To create, develop, foster, maintain, preserve and protect within Johns Landing a unique, pleasant, attractive and harmonious physical environment which will contribute to and enhance the quality of life for all residents of and visitors to Johns Landing;
- (c) To ensure that the development of Johns Landing will proceed pursuant to a uniform plan of development with consistently high architectural, environmental, ecological and aesthetic standards;
- (d) To ensure the proper and appropriate subdivision, development, improvement, occupation, use and enjoyment of each Lot, piece, parcel or tract of land within Johns Landing;
- (e) To protect each Lot, piece, parcel or tract of land within Johns Landing against the improper, undesirable, unattractive, or inappropriate subdivision, development, improvement, occupation, use and enjoyment of contiguous, adjacent or neighboring Lots, pieces, parcels or tracts of land;
- (f) To encourage the development, construction, maintenance and preservation of architecturally and aesthetically attractive and harmonious Improvements appropriately designed for, and properly located on, each Lot, piece, parcel or tract of land within Johns Landing;
- (g) To guard against the development and construction of improper, undesirable, unattractive or inappropriate Improvements and the use of improper, undesirable, unsuitable or unsightly materials;
- (h) To provide for the future ownership, management, administration, improvement, care, maintenance, use, regulation, preservation and protection of all Common Property within Johns Landing and to provide for and assure the availability of the funds required therefor;
- (i) To provide for the establishment, maintenance, preservation, protection and enhancement of consistently high property values within Johns Landing;

(j) To accomplish, meet, satisfy and fulfill certain Governmental Regulations and other governmental requirements;

(k) To provide Developer with effective control over the development, management, administration, care, maintenance, use, appearance, marketing and sale of, and the construction of Improvements upon, the Subject Property for so long as Developer shall own portions of the Subject Property; and

(l) In general, to provide for the development, creation, operation and preservation upon the Subject Property of an exclusive single family community of the highest quality and order and to establish through this Declaration a procedure to ensure accomplishment of the foregoing objectives and purposes.

ARTICLE III EFFECT OF DECLARATION

1. Covenants Running with Land. This Declaration and each and every one of the covenants, conditions, easements, restrictions and reservations contained herein are hereby declared to be and shall hereafter continue as, covenants running with title to the Subject Property upon which the same are hereby imposed as an encumbrance.

2. Property Affected. This Declaration and the covenants, conditions, restrictions, easements and reservations set forth herein shall be binding upon, inure to the benefit of and constitute a burden upon all of the Subject Property in accordance with the terms set forth herein. Accordingly, as more particularly specified in this Declaration, all Lots, pieces, parcels and tracts of land within the Subject Property shall hereafter be owned, held, transferred, sold, conveyed, demised, devised, assigned, leased, mortgaged, occupied, used and enjoyed subject to and benefitted and burdened by the terms and provisions of this Declaration and each of the covenants, conditions, restrictions, easements and reservations contained herein.

3. Parties Affected. Except as hereinafter specifically provided, this Declaration shall be binding upon and inure to the benefit of all Owners of the property affected and encumbered by this Declaration, including Developer and the Association, and all other persons having or claiming any right, title or interest in such property. Accordingly, each and every person or party who or which shall hereafter acquire, have or claim any right, title or interest in and to any Lot, piece, parcel or tract of land within the Subject Property, whether by, through or under Developer or any subsequent Owner, shall, by virtue of the acceptance of any such right, title, interest or claim, whether by deed or other instrument, or by operation of law or otherwise, and whether voluntarily or involuntarily, be deemed to have acquired and accepted such right, title, interest or claim in or to any such Lot, piece, parcel or tract of the Subject Property subject to and benefitted and burdened by the covenants, conditions, restrictions, easements and reservations set forth in this Declaration the same as if such person or party had specifically joined in and agreed and consented to each and every one of the terms and provisions of this Declaration and the same as if each and every one of the covenants, conditions, easements,

restrictions and reservations set forth in this Declaration had been fully set forth in the deed or other instrument of conveyance pursuant to which such right, title, interest or claim was acquired.

ARTICLE IV
PROPERTY SUBJECT TO DECLARATION

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1. Subject Property. The property which shall be subject to, and encumbered, governed, benefitted and burdened by this Declaration shall be all of the Subject Property as the same is herein defined and described.
2. Addition of Property. Declarant and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.
3. Annexation without Association Approval Declarant may from time to time within fifteen (15) years of the date of this Declaration bring, in whole or in part, the Undeveloped Parcel under the provisions of this Declaration by recorded supplemental declarations which shall not require the consent of the existing Owners or the Association, or any mortgagee, or the Department of Housing and Urban Development or the Veterans Administration. To the extent that additional real property (*i.e.*, the Undeveloped Parcel) shall be made a part of the Property, reference herein to the Property should be deemed to be reference to all of such additional property where such references are intended to include property other than that legally described above. Nothing herein shall prevent Declarant from rezoning and changing the development plans, with respect to such future portions, or adding additional or other property to the Property. The additional lands annexed in accordance with the provisions hereof shall become subject to the provisions of this Declaration upon recording, in the Public Records of Orange County, Florida, an amendment or supplement hereto, properly executed by Declarant, and without the consent of the Members of the Association. Until such amendment or supplement is recorded no provision of this Declaration shall be effective as to all or any portion of the Undeveloped Parcel, nor shall this Declaration constitute a cloud or encumbrance on the title of said Undeveloped Parcel.
4. Additions or Modifications Such amendments or supplements to the Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Undeveloped Parcel, which is the subject of such amendments or supplements to this Declaration, as may be determined by Declarant. Further, such amendments or supplements to this Declaration may contain provisions relating to such Undeveloped Parcel, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls, and other provisions pertaining to all or part of such Undeveloped Parcel to the exclusion of other portions of the Property.

5. Other Annexation of Property Land, other than the Undeveloped Parcel annexed to the Property in accordance with Section 3 of this Article 4, may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the Public Records of Orange County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered Property as fully as though originally designated herein as Property.

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ARTICLE V
USE CLASSIFICATIONS

1. Residential Property. Residential Property shall include each Lot.
2. Common Property. Common Property shall include all real and personal property from time to time owned by the Association and tracts of land, if any, shown on the Plat as owned or to be owned by the Association, for the common use, enjoyment and benefit of all Owners, including, but not limited to the Community Wall, the Common Streets and Roads, the benefit of all easements shown on the Plat, the stormwater management tracts, the benefit of the easements established by this Declaration for any common facilities that from time to time may be installed on any Lot, as provided in this Declaration, and all easements, if any, granted to the Association.

ARTICLE VI
PERMITTED USES

1. Residential Property. Except as hereinafter provided in Article 14.1.8 of this Declaration, Residential Property shall be improved as and used, occupied and enjoyed solely and exclusively for single family residential dwelling purposes and no other uses or purposes whatsoever.
2. Common Property. Common Property shall be improved, maintained, used, and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all Owners and residents of Johns Landing and their guests and invitees.

ARTICLE VII
USE RESTRICTIONS - RESIDENTIAL PROPERTY

The use, occupation and enjoyment of Residential Property shall be subject to and governed by the following covenants, conditions and restrictions:

1. Single Family Only. Except as specifically provided in Article 14.1.8 of this Declaration, no use shall be made of Residential Property other than for single family residential dwelling purposes.

2. Ownership and Leasing. Ownership of Residential Property shall be for single family residential dwelling purposes only. Accordingly, Residential Property may not be rented or leased for any single period of less than twelve (12) months. No "time-share plan", as that term is defined in Section 721.05, Florida Statutes, or any similar plan of fragmented or interval ownership of Residential Property shall be permitted.

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3. Subdivision. No Lot shall be subdivided nor shall any portion of a Lot less than the whole thereof be sold, conveyed or transferred without the prior written approval and consent of the Developer. Nothing herein contained, however, shall prevent the subdivision of a Lot by Developer in such manner that any portion of a Lot may be sold, transferred and conveyed by Developer, together with the whole of an adjacent or contiguous Lot such that the whole of one Lot and a portion of another Lot which are owned in common by the same Owner may be combined, developed and improved by such Owner as a single unified home site. Once so combined, developed and improved as a single unified residential home site no such combination of a Lot and a portion of another Lot or combination of two (2) or more Lots shall thereafter be resubdivided into more than one (1) single family residential home site. In the event of any such conveyance and combination, the grantee from the Developer shall cause to be submitted an application to modify or re-plat the lots affected by such conveyance and combination.

4. Commercial Activity. Except for (i) the permitted activities specifically provided in Article 14.1.8 of this Declaration, and (ii) the use of a room or rooms within a residence as an in-home office, no business, commercial, industrial, trade, professional or other non-residential activity or use of any nature, type, kind or description shall be conducted upon or from Residential Property or within any Improvements located or constructed thereon. The use of any residence must be primarily that of residential and, accordingly, any in-home office must be secondary to the residential use. No signs of any type advertising or describing in any way the in-home office use or business are permitted to be placed anywhere within the Lot or within or upon the residence. The activities or business conducted at the in-home office shall not be such as to generate traffic by customers, vendors or the like, through Johns Landing or to the residence.

5. Offensive Activity. No illegal, noxious, unsightly or offensive activity shall be carried on or conducted, upon or from Residential Property nor shall anything be done thereon which may be or tend to become or cause an unreasonable annoyance or nuisance, whether public or private, to residents in the immediate vicinity or to the Johns Landing Community in general or which may be or tend to become an interference with the comfortable and quiet use, occupation or enjoyment of any other Residential Property.

6. Animals and Pets. No reptiles, livestock, poultry or animals of any kind, nature or description shall be kept, bred or raised upon Residential Property, except for dogs, cats, birds or other usual and customary household pets, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by Developer or the Association, in the exercise of their reasonable discretion. Numbers in excess

of two (2) of each such type of household pet (other than aquarium kept fish) shall *prima facie* be considered unreasonable. Notwithstanding the foregoing provisions of this Article 7.6 permitting dogs, cats, birds or other usual and customary household pets, however, no such reptiles, animals, birds or other pets may be kept, raised or maintained on Residential Property under circumstances which, in the good faith judgment of Developer or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Residential Property.

7. Commercial and Recreational Vehicles.

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(a) No truck, bus, trailer or other "commercial vehicle" (as that term is hereinafter defined) and no mobile home, motor home, house trailer, camper, van, boat, boat trailer, horse trailer or other recreational vehicle or the like shall be permitted to be parked or stored on Residential Property unless the same shall be parked or stored entirely within and fully enclosed by a garage; nor shall any such commercial or recreational vehicle or the like be permitted to be parked or stored on any street within the Subject Property. Notwithstanding the foregoing, however, it is expressly provided that commercial vehicles shall be permitted to be parked on or in front of (but not adjacent to) Residential Property on which bona fide ongoing construction activity is taking place; nor shall the foregoing provisions of this Subsection (a) apply to parking on "a temporary or short term basis" (as that term is hereinafter defined).

(b) No passenger automobile, commercial, recreational or other motorized vehicle, or the like, shall be dismantled, abandoned, serviced, rebuilt, repaired, or repainted on Residential Property. Neither shall any such automobile or vehicle be parked or stored on Residential Property. Notwithstanding the foregoing provisions of this Subsection (b), however, it is expressly provided that the foregoing restriction shall not be deemed to prevent or prohibit those activities normally associated with and incident to the day-to-day maintenance, washing, waxing and polishing of such vehicles.

(c) No motorcycle, motor scooter, moped, ATV (all terrain vehicle) or other two-wheeled, three-wheeled or four wheeled motorized vehicle, or the like, shall be permitted to be parked or stored on Residential Property unless the same shall be parked or stored entirely within and fully enclosed by a garage.

(d) In the context of this Article 7.7, parking on "a temporary or short term" shall be defined as parking for a continuous period not exceeding twenty-four (24) hours in duration. Parking on "a temporary or short term basis" is permitted only for (i) recreational vehicles belonging to overnight guests of Owners, (ii) commercial vehicles used in connection with the furnishing of services and/or the routine pick-up and delivery respectively, of materials from and to Residential Property (including those commercial vehicles used in connection with a bona fide current on-going construction of Improvements on Residential Property), and (iii) commercial or recreational vehicles belonging to or being used by Owners for loading and unloading purposes only. Notwithstanding anything contained herein to the contrary, parking on

"a temporary or short term basis" is prohibited from occurring as to any Lot more frequently than three (3) times in each calendar year.

(e) In the context of this Article 7.7 the term "commercial vehicle" shall mean and be defined as any car, truck, motor home, bus, van or other vehicle that displays on any part thereof advertising for any kind of business or service or on or within which any commercial materials and/or tools are visible.

(f) The Developer and the Association shall each be entitled and are hereby empowered to adopt additional reasonable rules and regulations governing the admission to and parking, use and storage of commercial and recreational vehicles within Johns Landing, and if so adopted the same shall be binding upon all Residential Property and all Owners and their guests and invitees.

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(g) Any commercial, recreational, or other vehicle parked or stored in violation of these restrictions or in violation of any rule and regulation adopted by the Association concerning the same may be towed away or otherwise removed by or at the request of the Association and at the sole expense of the Owner of the Lot upon which is parked any such commercial, recreational or other vehicle in violation of these restrictions or such rules and regulations. In the event of such towing or other removal, the Association and its employees or agents shall not be liable or responsible to the owner of such vehicle for trespass, conversion, or damage incurred as an incident to or for the cost of such removal or otherwise; nor shall the Association, its employees or agents be guilty of any criminal act or have any civil liability by reason of such towing or removal, and neither its towing or removal nor the failure of the owner of the towed or removed vehicle to receive any notice of the violation of the provisions of this Article 7.7 shall be grounds for relief of any kind.

8. Maintenance. Each Lot and all Improvements, including landscaping, located thereon shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition, shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on Residential Property. Enforcement of the provisions of this Article 7.8 shall be in accordance with the provisions of Article 7.20 of this Declaration and such other provisions of this Declaration as shall be applicable to its enforcement generally.

9. Reconstruction of Damaged Improvements. In the event that a residential dwelling or other Improvements on Residential Property shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding three (3) months following the occurrence of the offending incident, the Owner of the affected Residential Property shall cause the damaged or destroyed Improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Residential Property. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required pursuant to the provisions of this Declaration. Enforcement of the provisions of this Article 7.9

shall be in accordance with the provisions of Article 7.20 of this Declaration and such other provisions of this Declaration as shall be applicable to its enforcement generally.

10. Garbage and Garbage Containers. All garbage and trash containers and their storage areas and the like shall be kept within a garage or placed inside of an enclosure approved by the Architectural Review Board or behind opaque walls attached to and made a part of the single family residential dwelling constructed on each Lot and otherwise in conformity with applicable rules and regulations. In no event shall any of the same be visible from any adjacent or neighboring property including all of the Common Streets and Roads. Further, all garbage and trash containers and their storage areas shall be designed and maintained so as to prevent animals from gaining access thereto. All such containers shall be put out for pickup or removal, and shall be removed from the street and placed back in their storage areas the night of such pickup or removal.

11. Burning. No burning of leaves, trash, rubbish, garbage or other waste materials of any type shall be permitted or conducted on Residential Property. Nothing herein contained, however, shall be deemed to prohibit the burning of wood, logs or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like, whether inside or outside of any building or other structure located on Residential Property.

12. Storage Tanks. No storage tanks, including but not limited to, those for water, oil, propane gas or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted outside of a building on Residential Property unless the same shall be placed inside of walls, fences or similar type enclosures in conformity with applicable rules and regulations. In no event shall any of the same be visible from any adjacent or neighboring property.

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13. Mineral Exploitation. No exploration, mining, quarrying, or drilling for or exploitation of gas, oil, phosphate or other minerals may be conducted on Residential Property.

14. Laundry and Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on Residential Property unless the same shall be placed inside of walls, fences, landscaping screens or similar type enclosures in conformity with applicable rules and regulations adopted and promulgated by the Association with respect thereto. In no event shall any of the same be permitted if visible from any adjacent or neighboring property.

15. Radio Transmission Equipment. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, walkie talkies and the like, shall be operated on Residential Property without the prior written consent of the Association, and such consent, once given, may be revoked by the Association in the event that the operation of any such equipment interferes with ordinary radio, telephone or television reception or equipment, including the Johns Landing central cable television and gate control systems.

16. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on Residential Property without the prior written consent of the Architectural Review Board; except as follows, to wit: (a) one (1) discreet professionally prepared sign not exceeding four (4) inches high and eighteen (18) inches long identifying the name of the Owner and/or construction lender of a particular Lot, and (b) one (1) discreet professionally prepared sign of not more than five (5) square feet placed on the street side of a Lot identifying the architect and general contractor responsible, respectively, for the design and construction of a dwelling under construction on a particular Lot; provided, however, that such sign is first approved in writing by Developer, and (c) one (1) discreet professionally prepared "for sale" sign of not more than five (5) square feet placed on the street side of a Lot; provided, however, that such sign is first approved in writing by the Architectural Review Board. Notwithstanding the foregoing provisions of this Article 7.16, Developer specifically reserves for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon Residential Property signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any Residential Property. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of Residential Property shall be permitted.

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17. Trees. No trees shall be removed from any Lot without the prior written consent of the Architectural Review Board; provided, however that such removal shall be in compliance with Governmental Regulations. Such approval shall be reasonably given, however, if such removal is necessary in connection with the location of the main residential dwelling on a particular Lot where the preservation of any tree would work a hardship or require extraordinary design measures in connection with the location of such dwelling on the Lot and where the plans and specifications for and location of the dwelling on the Lot have been approved by the Architectural Review Board as provided in Article 15 hereof. As used herein the term "tree" shall mean and be defined as any living, self-supporting perennial plant which has a trunk diameter of at least three (3) inches measured at D.B.H. (at the base of the tree) and normally grows to a minimum height of fifteen (15) feet. Any tree(s) removed in violation of this provision shall be immediately replaced with a tree of similar size and type.

18. Drainage. All stormwater from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas. Stormwater from any Lot shall not be permitted or allowed to drain or flow unnaturally onto, over, under, across or under any contiguous or adjacent Lot unless a drainage easement shall exist for same and same is done in accordance with any and all applicable governmental permits and approvals. All work done on any Lot affecting or pertaining to the Lot grade, original drainage plan, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the Construction Plans and site grading and drainage plans for the Lot approved by the City and the SJRWMD.

19. Rules and Regulations. In addition to the foregoing restrictions on the use of Residential Property, the Association shall have the right, power and authority, subject to the prior written consent and approval of Developer, to promulgate and impose reasonable rules and regulations governing and/or restricting the use of Residential Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all Residential Property and the Owners thereof and their successors and assigns, as well as all guests or invitees of and all parties claiming by, through or under such Owners.

20. Enforcement. In the event of a violation of or failure to comply with the foregoing requirements of this Article 7 and the failure of the Owner of the affected Lot, within fourteen (14) days following written notice by the Association of such violation or non-compliance and the nature thereof, to cure or remedy such violation, then the Association or its duly appointed employees, agents or contractors, shall have and are specifically granted an easement and license, at the Association's option, to enter upon the affected Lot or any portion or portions thereof or Improvements thereon, without being guilty of any trespass therefor, for the purpose of undertaking such acts or actions as may be reasonably necessary to cure or eliminate such violation; all at the sole cost and expense of the Owner of the affected Lot. Such costs and expenses, together with an overhead expense to the Association of fifteen percent (15%) of the total amount thereof shall be assessed by the Association as an Individual Lot Assessment and shall be payable by the Owner of the affected Lot to the Association within ten (10) days after written notice of the amount thereof. Any such Individual Assessment not paid within said ten (10) day period shall become a lien on the affected Lot in accordance with the provisions of Article 10.4 of this Declaration.

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21. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Article 7 set or establish minimum standards or limitations or restrictions on use in excess of Governmental Regulations, the covenants, conditions and restrictions set forth in this Article 7 shall take precedence and prevail over such less stringent Governmental Regulations. Conversely, in those instances where Governmental Regulations set or establish minimum standards or limitations or restrictions on use in excess of the covenants, conditions and restrictions set forth in this Article 7, the Governmental Regulations shall take precedence and prevail over the less stringent, covenants, conditions and restrictions set forth in this Article 7.

ARTICLE VIII BUILDING RESTRICTIONS - RESIDENTIAL PROPERTY

The erection, placement, construction, repair, replacement and installation of all Improvements on Residential Property shall be subject to and governed by the following covenants, conditions, restrictions and reservations:

1. Building Type. As the use of Residential Property is limited to single family residential dwelling purposes only, no building or structure other than one (1) single family residence or dwelling and its related appurtenances facilities and Improvements shall be placed, located, erected, constructed or installed or permitted to remain on Residential Property.

2. Approved Plans. All Improvements must be constructed in accordance with detailed plans and specifications prepared in conformance with all applicable Governmental Regulations and approved by the Architectural Review Board prior to the commencement of construction as more particularly provided in Article 15 of this Declaration.

3. Governmental Regulations. All Improvements placed, located, erected, constructed and installed upon Residential Property shall conform to and comply with all applicable Governmental Regulations, including, without limitation, all building and zoning regulations of the City.

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4. Construction. The construction of all residential dwellings and other Improvements on Residential Property must be performed by such builders, general contractors and subcontractors as are (a) licensed in the State of Florida and the City to engage in the business of residential building and construction and (b) approved in writing by Developer as being qualified and otherwise acceptable to Developer to perform construction work within Johns Landing. The latter approval shall be within the sole and absolute discretion of Developer.

5. Construction Time. Unless otherwise approved by the Architectural Review Board in writing, construction of a residential dwelling and other Improvements must be commenced not later than twenty four (24) months from the date of the natural conveyance of a lot from the Developer. If construction does not commence within such twenty four (24) month period, Seller has the right to re-purchase property for the initial purchase price from Buyer. Buyer shall include, but is not limited to, the original Buyer and/or any additional or subsequent Buyers of said property. The original or subsequent Buyer, but under no circumstances the original Seller, is required to pay all closing and other incidental costs associated with the re-purchase of said property. Such costs include, but are not limited to, transfer fees, underwriting fees, interest, insurance, document preparation, title searches, title transfer fees, recording fees, city and/or state seals and/or stamps, assignment fees, surveys, inspections and all taxes due for the current and/or past years. Seller must initiate the right to re-purchase said property within twelve (12) months from date of breach, or Seller will be barred from re-purchasing property at a future date. Once Seller has notified Buyer of Seller's intent to re-purchase said property, all transfers of title must occur in a timely manner, but in no event shall closing be delayed more than ninety (90) days from notice. Notice of intent to re-purchase by Seller must be sent to the original Buyer's last known address via U.S. mail or other commonly accepted means of correspondence, and must include the address of the property being re-purchased. Such notice, if properly executed, shall serve as adequate and final notification. Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than nine (9) months from the date of commencement of such construction, however, the Architectural Review Board

shall have the power and authority to extend the period permitted for construction, as aforesaid; provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the Architectural Review Board, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted.

6. Height Limitation. No Improvement on Residential Property shall exceed thirty-five (35) feet in height, from the finished grade to the roof peak at its highest point. Each residential dwelling on a Lot shall consist of not more than two (2) full stories (not including basement) unless otherwise approved in writing by the Architectural Review Board.

7. Building Setback Lines. No part of any building shall be constructed, erected, placed or installed any closer to the property boundary lines of Residential Property than as follows:

(a) Lots. No closer than permitted by the applicable building code for the city of Oakland, Florida.

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(b) Corner Lots. Notwithstanding the side yard building setback lines established elsewhere in this Article, the side yard building setback line on the side yard of corner lots (*i.e.*, on the street side of a Lot which is not the front of the residential dwelling constructed thereon) shall be twenty (20) feet to the side yard property lines on the side(s) of the property adjacent to street rights of way; provided, however, the minimum requirements of this Article shall not lessen, replace, or diminish the setback requirements of the City Code of Ordinances, to the extent any such requirements in the City Code of Ordinances are greater than those set forth herein.

8. Exclusions. Those Improvements specified in Article 8.9 - 8.9.3 below shall be excluded from the building setback lines established in this Article 8.

9. Other Setback Lines. Improvements other than the main residential dwelling on a Lot shall be placed, located, erected, constructed or installed no closer to the property boundary lines of Residential Property, by type of Improvement, than as follows:

9.1 Swimming Pools. No closer than the otherwise established side yard building setback line plus an additional five (5) feet and no closer than fifteen (15) feet to any rear yard property boundary line from the pool water's edge. No swimming pools shall be constructed in front or side yards.

9.2 Swimming Pool Decks, Patios and Enclosures. No swimming pool deck or patio, whether constructed of concrete, cool deck, aggregate wood or any other material, or enclosure, shall be constructed nearer than ten (10) feet to any rear yard property line or nearer than the otherwise established side yard building setback line to any side yard property line.

9.3 Outbuildings and Accessory Structures. All out buildings and accessory structures shall be located within the building setback lines otherwise established for the main residential dwelling on any Lot unless otherwise approved in writing by the Architectural Review Board; provided, however, all such approvals by the Architectural Review Board shall require placement of out buildings and accessory structures within the limits set forth in the Code of the City of Oakland, as amended from time to time. No such outbuilding or accessory structure shall exceed twelve (12) feet in height, measured from ground level, nor have an area in excess of two hundred forty (240) square feet. No more than a total of two (2) outbuildings or accessory structures, or combinations thereof, shall be located on any Lot and no such outbuilding or accessory structure may be utilized as living quarters.

10. Intentionally Blank.

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11. Dwelling Size. Each single family residential lake front dwelling constructed on Residential Property shall have a minimum heated and cooled living area of two thousand eight hundred (2,800) square feet. Lake front Residential Property shall include any and all properties having one or more of its boundaries abutting the lake. Each single family residential dwelling constructed on Residential Property and having a lake view shall have a minimum heated and cooled living area of two thousand one hundred (2,100) square feet. Lake view Residential Property shall include any and all properties from which a full or partial view of the lake exists. All other single family residential dwellings constructed on Residential Property shall have a minimum heated and cooled living area of one thousand six hundred (1,600) square feet.

12. Temporary Improvements. No buildings, structures improvements or other facilities of a temporary nature, including trailers, tents or shacks shall be permitted on Residential Property; provided, however, that temporary improvements or facilities used solely in connection with and during the period of the construction of approved permanent Improvements may be permitted by the Architectural Review Board, in its discretion, during the period of the construction of such permanent Improvements so long as the same have been properly permitted by applicable governmental authorities, are located as inconspicuously as possible, are removed immediately following the completion of such construction, and are not utilized as living quarters. The location of such temporary improvements during construction shall be approved in writing by the Architectural Review Board.

13. Garages and Carports. No carports shall be placed, erected, constructed, installed or maintained on Residential Property. Each single family residential dwelling constructed and maintained on Residential Property shall have an attached garage as an appurtenance thereto. All single family residential lake front dwellings, having one or more of its boundaries abutting the lake, and all single family residential dwellings constructed on Residential Property having a lake view, from which a full or partial view of the lake exists, shall only consist of side-entry or courtyard style garages. All garages shall be for not less than two (2) standard sized passenger automobiles. Garages for more than three (3) automobiles must be specifically approved by the Architectural Review Board. Each garage shall have a minimum width, as measured from inside walls, of ten (10) feet per car and a minimum depth for each car

of twenty-one (21) feet. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the Architectural Review Board. All garages must have garage doors that are operated by electric door openers kept in operable condition and all garage doors shall remain closed at all times; save and except for the temporary opening and use of same in connection with the ingress and egress of vehicles and the conduct of other activities customarily performed in garages. No garage shall be converted to another use (e.g., living space) without the substitution, on the Lot involved, of another garage meeting the requirements of this Article 8.13 of this Declaration and the approval of the Architectural Review Board as otherwise provided in this Declaration. Notwithstanding the foregoing provisions of this Article 8.13, because of the peculiarities of the size, shape, configuration, location and other physical characteristics of many Lots within Johns Landing, it may be impossible or impractical to design, erect, construct, install or maintain garages in such manner that the garage doors thereof do not face and are not visible from any street or the front of any residence. Accordingly, it is expressly provided that Developer without the consent of the Architectural Review Board, or the Architectural Review Board only with the consent of Developer, in their sole and absolute discretion, shall be entitled, and are hereby authorized, to grant waivers of and/or variances from such restriction in any particular instance and with respect to any particular Lot or Improvement. To the extent that any such waiver and/or variance is granted by the Developer and/or the Architectural Review Board, as aforesaid, the same shall not be deemed to be a precedent for the granting of such or any similar waiver or variance in any other particular instance or with respect to any other particular Lot or Improvement.

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14. Driveways. All driveways, turnarounds and parking areas shall have a concrete base and shall be paved or finished with a hard dust-free material approved by the Architectural Review Board. Each driveway shall extend the entire distance from the garage door to the paved portion of the street or roadway in front of or adjacent to the Lot on which such driveway is constructed.

15. Roofs. The roofs of the main body of all buildings and other structures, including the principal residence, shall be pitched. No flat roofs shall be permitted without the approval of Developer and the Architectural Review Board. Developer and Architectural Review Board may, in their discretion, approve flat roofs on part of the main body of a building if architecturally compatible with the remainder of the roof structure, the particular building on which it is to be constructed and all adjacent residences and other structures. The pitch of all roofs shall be not less than four inches (4") in twelve inches (12") (4/12 vertical/horizontal). All roofs shall be constructed of clay tile, cement tile, slate, standing seam copper, cedar shake shingle, weather wood shingle, 30 year architectural dimensional fiberglass shingle or other materials approved by the Architectural Review Board. All roof colors must be approved by the Architectural Review Board. No pure white, pure black or pure primary colored roofs shall be permitted.

16. Roof Structures. No antennas, windmills, appliances, rooftop attic ventilators, fans, solar collector panels or other rooftop installations or structures of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or

structure unless the same shall first be approved in writing by the Architectural Review Board and shall otherwise be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street or neighboring residences.

17. Antennas, etc. No antennas, aerials, discs, dishes or other devices for the transmission or reception of radio or television signals or any other form of electromagnetic radiation or communication, except for mini-dishes less than one meter in diameter, shall be erected, constructed, installed, used or maintained outside of any building or structure on Residential Property whether or not the same is attached to or detached from a building or a structure.

18. Windows. The windows of all buildings on Residential Property shall have frames and window hardware, if any, constructed of wood or such other materials as may be approved by the Architectural Review Board. In no event shall raw or silver aluminum windows be permitted.

19. Awnings, Shutters and Window Coverings. No window of any building or other Improvement constructed upon Residential Property shall be covered by any awnings, canopies, shutters, (including hurricane or storm shutters), boards, or similar type window coverings, except as approved by the Architectural Review Board or such as may be required for protection from storms and only then during the period of any such storm. Nor shall any such windows be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of window openings or as a prohibition against suitable awnings located over or above window openings.

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20. Exterior Air Conditioning Equipment. All air conditioning compressors and other equipment located outside of a residential dwelling shall be screened from the view of street and road rights-of-way, and adjacent Lots by appropriate opaque landscaping or by opaque walls attached to and made a part of each single family residential dwelling or as otherwise approved by the Architectural Review Board. Absolutely no window or roof mounted air conditioning units shall be permitted for any residential dwelling, other than as may be approved by the Association for use in an outbuilding or accessory structure.

21. Fences and Walls. Other than those constructed by Developer and/or the Association within the Drainage Easements and Wall and Landscape Easements established pursuant to Articles 14.1.2 and 14.1.4, respectively of this Declaration or pursuant to the Plat, no fences or walls shall be erected on Residential Property unless approved in writing by the Architectural Review Board. Under no circumstances, however, shall any fences be constructed on or within the boundaries of any single family lake front residence (having one or more of its property boundaries abutting the lake). The height and location of all fences or walls shall be subject to the control and approval of the Architectural Review Board, and the limits set forth in the Code of the City of Oakland, as amended from time to time. All fences and walls shall be

constructed of wrought iron, brick, painted and exterior treated wood, stucco or other masonry materials. Exception to such specifications may be permitted by the Architectural Review Board, in its discretion; provided, however, that in no event shall uncovered or exposed chain link, prefabricated wooden or opaque fences be permitted, and provided, further, that in no event shall fences or walls not in conformity with the Code of the City of Oakland be permitted.

22. Exterior Building Materials, Finishes and Colors. All exterior building materials, finishes and colors must be approved by the Architectural Review Board. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building structure or wall. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any Improvements located on Residential Property.

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23. Exterior Lighting. Exterior lighting or illumination of buildings, yards, parking areas, sidewalks and driveways on a Lot shall be designed and installed so as to avoid visible glare (direct or reflected) from street and road rights-of-way, and other Residential Property. Special exceptions to such specifications may be approved by and within the discretion of the Architectural Review Board upon a showing of good cause therefor.

24. Mailboxes and Other Delivery Boxes. Each Lot on which a single family residential dwelling is constructed and completed (as evidenced by the issuance of a certificate of occupancy therefor) shall have a street or roadside mailbox for the delivery of United States mail. The design, construction and location of such mailbox must be approved by the Architectural Review Board in writing; it being expressly provided, however, that the Architectural Review Board must approve a location consistent with the rules and regulations of the United States Post Office Department and that all mailboxes must be constructed utilizing a break-away type construction method. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries, must also be submitted to the Architectural Review Board for approval as to location, materials, color and the like. Developer shall have the right to require that all street or roadside mailboxes shall be of one particular type or design specified by Developer so long as such designated type or design meets the rules and regulations of the United States Post Office Department.

25. Underground Utilities. All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site Improvements approved by the Architectural Review Board; provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent improvements, and, provided further, that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus properly screened as specified by the Architectural Review Board; (c) permanent outdoor safety light poles located and installed as approved by the Architectural Review Board.

26. Grass. No type or variety of grass other than St. Augustine or similar type grass shall be planted on Residential Property, and such grass shall be planted only in those areas where specified on the landscape plan approved by the Architectural Review Board. The planting of grass on Residential Property shall be accomplished by the installation of full sod covering the entire area required to be grassed. Partial sodding, sprigging, plugging or seeding shall not be permitted.

27. Trees. The provisions of Article 7.17 of this Declaration shall be applicable to the building or construction of any single family residential dwelling or other structure or Improvements on Residential Property and such provisions are incorporated in this Article 8 by this reference thereto.

28. Irrigation Systems. All landscaped and grassed open areas on Residential Property, including such areas that are within road rights of way adjacent to and contiguous with the Residential Property, shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently irrigating all lawns and plantings within such open areas.

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29. Artificial Vegetation. No artificial vegetation shall be permitted on the portion of any Lot outside of any building on the Lot.

30. Sidewalks. Each Lot shall have a sidewalk located within the Sidewalk Easement area located on such Lot, if any, as described in Article 14.1.11. In connection with the initial development of any Lot, the Owner thereof shall construct a sidewalk within the Sidewalk Easement area on such Lot at the location within such Sidewalk Easement area which is designated by the Architectural Review Board in such fashion as to connect with the sidewalk previously constructed or otherwise planned for adjacent Lots or properties.

In the event that the sidewalk on a particular Lot is not constructed by and at the expense of the Owner of such Lot at the time of the initial construction of a residential dwelling thereon, or within ninety (90) days following such Owner's receipt of written notice from the Association to do so, the Association, in the exercise of its rights under the Association Easement for which provision is made in Article 14.1.8 and Article 14.1.11 of this Declaration, without being guilty of a trespass on account thereof, shall be entitled to enter upon such Lot through its agents and contractors for the purpose of constructing a sidewalk on such Lot and the costs and expenses incurred by the Association in so doing, together with overhead expenses of the Association in connection therewith, shall be charged to such Owner and such Lot as an Individual Lot Assessment for which provision is made in Article 10.20 of this Declaration.

All sidewalks constructed within Johns Landing shall be constructed in accordance with the applicable building codes for the City of Oakland.

31. Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restrictions set forth in this Article 8 set or establish

minimum standards in excess of Governmental Regulations, including, without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth in this Article 8, of this Declaration shall take precedence and prevail over such less stringent Governmental Regulations. Conversely, in those instances where such Governmental Regulations set or establish minimum standards in excess of the covenants, conditions and restrictions set forth in this Article 8, the Governmental Regulations shall take precedence and prevail over less stringent covenants, conditions and restrictions set forth in this Article 8.

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32. Waivers, Exceptions and Variances by Developer. Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, Developer specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Developer shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the building restrictions specified in this Article 8 of this Declaration where, in the reasonably exercised good faith judgment and discretion of Developer, Developer shall determine or decide that such deviation, violation or infraction is *de minimis*, minor, or insignificant, (b) grant waivers of, exceptions to, or variances from, the building restrictions specified in this Article 8 of this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (*e.g.*, because of its unusual size, configuration or location) or where a literal interpretation or application of any such building restriction to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, Developer, in its exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (a) the uniform plan of development for Johns Landing, (b) the high architectural, ecological, environmental and aesthetic standards otherwise established for Johns Landing or (c) the objects and purposes of this Declaration as hereinabove enumerated in Article 2 of this Declaration. Notwithstanding anything to the contrary contained in this Article 8.32, any waivers of, exceptions to, or variances from said building restrictions shall be in compliance with Governmental Regulations. Developer shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (a) the expiration of a period of fifteen (15) years from the date of the recordation of this Declaration among the Public Records of the County or (b) the sale by Developer in the ordinary course of business, and not in bulk, of ninety percent (90%) of all Lots in Johns Landing, whichever shall first occur. Following the occurrence of the first of the foregoing events to occur, the right and privilege of Developer to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by Developer to and thereafter vest in the Architectural Review Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot or Improvement pursuant to the provisions of this Article 8.32, as aforesaid, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot or Improvement.

ARTICLE IX
COMMON PROPERTY

1. Restriction on Use. Subsequent to the conveyance of any Common Property to the Association by Developer, the Common Property shall, subject only to the easements specified in Article 14 of this Declaration, be developed, improved, maintained, used and enjoyed solely for the purposes specified in this Declaration and in the instrument of conveyance and for the common health, safety, welfare and passive recreation of the residents of and visitors to the Johns Landing Community and for no other purpose or purposes whatsoever. No other use shall be made of the Common Property without the prior written consent of Developer.

2. Restriction on Conveyance. Subject only to the provisions of Article 12.5.3 of this Declaration, subsequent to the conveyance of any Common Property to the Association by Developer, the Common Property may not be subdivided, partitioned, sold, transferred, conveyed, alienated, leased, mortgaged or hypothecated by the Association in any manner whatsoever without the prior written consent of Developer, so long as the Developer is an Owner as herein defined, and the Federal Housing Administration and the Veteran's Administration, so long as there is a Class B member. Neither shall the Common Property be abandoned by the Association without the prior written consent of Developer, so long as the Developer is an Owner as herein defined. Upon a violation of the provisions of this Article 9.2, title to any Common Property so subdivided, partitioned, sold, transferred, conveyed, alienated, leased, mortgaged or hypothecated by the Association without the prior written consent of Developer shall automatically revert to the Developer upon the filing by Developer among the Public Records of the County of an appropriate declaration of its intention to accept such reversion. Upon any such reversion, any restriction upon, subdivision of, lease, mortgage or other interest in the Common Property, created or granted by the Association without the Developer's written consent, shall be terminated and have no further effect on the Common Property.

3. Encumbrance as Security. Notwithstanding the provisions of Article 9.2 above, the Association shall have the right in accordance with this Declaration and its Articles of Incorporation and Bylaws to (a) borrow money for the purpose of improving, replacing, restoring or expanding the Common Property and to mortgage or otherwise encumber the Common Property solely as security for any such loan or loans and (b) engage in purchase money financing with respect to personal property and equipment purchased by the Association in connection with the performance of its duties and obligations pursuant to this Declaration and to secure the payment of the purchase price therefor by the encumbrance of the personal property and equipment so purchased; it being expressly provided, however, that any such mortgage or other encumbrance shall (i) be subject in all respects to the terms and provisions of this Declaration and any amendments hereto, and (ii) be made subordinate to the rights of the City or any other governmental agency in and to the Common Property, including but not limited to the stormwater management tracts, established either pursuant to this Declaration or any Plat. In no event shall the Association be entitled or empowered to mortgage or otherwise encumber any easements granted to it.

4. Use by Owners. Subject to any reasonable rules and regulations adopted and promulgated by the Association pursuant to and in accordance with the provisions of Article 9.8 of this Declaration, and subject always to any and all easements granted by or reserved to Developer or others in this Declaration, each and every Owner shall have the non-exclusive right, privilege and easement to use and enjoy the Common Property for the purpose or purposes for which the same is conveyed, designated and intended by Developer and maintained by the Association, and such nonexclusive right, privilege and easement shall be an appurtenance to and shall pass with the title to each and every Lot within the Subject Property; subject, however, at all times to the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration including, without limitation, the following:

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(a) The right of the Association to suspend the right, privilege and easement of any Owner and the members of his family, tenants, guests or other invitees to use the Common Property or any portion thereof designated by the Association during any time in which any Assessment levied by the Association against such Owner and his Lot remains unpaid and delinquent for a period of thirty (30) days or more or for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association with respect to the use of the Common Property; provided, however, that except for a suspension of such right, privilege and easement occasioned by the failure of an Owner to pay any Assessment within thirty (30) days from the date that the same is levied by the Association, any suspension of the right, privilege and easement to use and enjoy the Common Property shall be made by the Association, or a committee duly appointed by the Association for that purpose, only after appropriate notice and hearing given and held in accordance with the Bylaws of the Association and applicable Florida law. Notwithstanding anything herein set forth to the contrary, however, the Association shall have no right, power or authority hereunder to suspend or otherwise unreasonably interfere with any Owner's right, privilege and easement to use the Common Streets and Roads for ingress and egress to and from such Owner's Lot; it being expressly provided, however, that temporary interference for purposes of appropriate identification at and clearance through Johns Landing access gates shall not be deemed to be an unreasonable interference with such right, privilege and easement of and for ingress and egress.

(b) The right of the Association to limit the number of guests of Owners who may use the Common Property from time to time and to limit the use of the Common Property by persons not in possession of a Lot at a particular time but owning a sufficient interest therein for classification as an Owner and member of the Association.

(c) The right of the Association to establish, promulgate and enforce reasonable rules and regulations pertaining and with respect to the use of the Common Property pursuant to Article 12.3.7 of this Declaration.

(d) The right of the Association to charge reasonable admission and other fees to or for the use of the Common Property, other than for the use of easements established created or declared pursuant to this Declaration or the Plat.

(e) The right of the Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Property.

(f) The right of the Association, in accordance with applicable law, to suspend the right, privilege and easement of any Owner and the members of his family, tenants, guests or other invitees to use the Common Property or any portion thereof designated by the Association.

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5. Delegation of Use. Any Owner shall be entitled to and may delegate his right, privilege and easement to use and enjoy the Common Property to the members of his family, his tenants, guests or other invitees; subject, at all times, however, to such reasonable rules and regulations governing such delegation as may be established, promulgated and enforced by the Association pursuant to Article 12.3.7 of this Declaration. In the event and for so long as an Owner shall delegate such right, privilege and easement for use and enjoyment to tenants who reside on his Lot, the Association shall be entitled, after the adoption and promulgation of appropriate rules and regulations with respect thereto, to limit or restrict the right of the Owner making such delegation to a tenant in the simultaneous exercise of such right, privilege and easement of and for the use and enjoyment of the Common Property. Notwithstanding this provision, however, no Owner shall be permitted to delegate his right, privilege and easement to use and enjoy the community boat ramp, except as to his tenants, upon prior written approval of the Association.

6. Waiver of Use. No Owner may exempt himself from personal liability for or exempt his Lot from any Assessments duly levied by the Association, or release the Lot owned by him from the liens, charges, encumbrances and other provisions of this Declaration, or the rules and regulations of the Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Property, (b) the abandonment of his Lot or (c) by conduct which results in the Association's suspension of such right, privilege and easement as provided in Article 9.4 of this Declaration.

7. Administration and Care. The administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property shall be the responsibility of the Association as more particularly provided in Article 12 of this Declaration and in the Articles of Incorporation of the Association.

8. Rules and Regulations. In addition to the foregoing restrictions on the use of Common Property, the Association shall have the right, power and authority, subject to the prior written consent and approval of Developer, to promulgate and impose reasonable rules and regulations governing and/or restricting the use of Common Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the Association shall be applicable to and binding upon all Common Property and all Owners and their successors and assigns, as well as upon all

members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners.

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9. Community Wall. The Owner of any Lot burdened by a Wall and Landscape Easement shown on the Plat may make any use of the foregoing easement area that is not inconsistent with the foregoing easement; but no attachment may be made to the Community Wall, and no permanent wall, building, or other structure may be installed, maintained, restored, or permitted to remain on any Lot within five (5) feet of the Community Wall, except (i) a side wall or fence that substantially conforms to plans and specifications approved by the Architectural Review Board, as provided in Article 15 of this Declaration, or (ii) as may be permitted by the Association's rules and regulations, or (iii) with the Association or the Architectural Review Board's advance written consent. A Lot Owner shall be responsible for the maintenance of that portion of the Lot falling within the interior of the Community Wall. The Association shall be responsible for the installation, maintenance, restoration, and removal of (i) the Community Wall and (ii) the landscaping located within any five (5) foot Wall and Landscape Easement to the exterior of the Community Wall. The Wall and Landscape Easements shown on the Plat include the right of the Association to enter each Lot on which the Community Wall is situated to install, maintain, restore, and remove the Community Wall.

10. Payment of Assessments Not Substitute for Taxes. The payment of Assessments from time to time established, made, levied, imposed and collected by the Association pursuant to this Declaration, including, without limitation, those for the maintenance of the Common Property, including those Assessments for maintenance of the Wall and Landscape Easements, shall not be deemed to be a substitute for or otherwise relieve any Owner of the Subject Property from paying any other taxes, fees, charges or assessments imposed by the City, or any other governmental authority.

11. Casualty Insurance on Insurable Common Property. The Association shall keep all insurable improvements and fixtures of the Common Property insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Property shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Regular Assessments made by the Association.

11.1 Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Property improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a

Capital Expenditure Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Assessments made against such Lot Owner.

11.2. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

ARTICLE X
ASSESSMENTS

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1. Assessments for Common Expenses. In order to provide for and assure the availability of the funds necessary to pay Common Expenses as may be associated with and otherwise necessary for the Association to perform its duties and obligations pursuant to and in accordance with this Declaration and its Articles of Incorporation and Bylaws and to otherwise carry out and accomplish the objects and purposes for which the Association has been created and established, each Lot and each Owner of such Lot shall, by the acceptance of a deed or other conveyance of title to his Lot, whether or not it shall be expressly stated in any such deed or other conveyance, be obligated for and be deemed to have covenanted and agreed to pay to the Association all Assessments, whether the initial fee, Regular Assessments, Capital Expenditure Assessments, Special Assessments or Individual Lot Assessments, established, levied, made and imposed by the Association pursuant to this Declaration. All such Assessments shall be established, levied, made, imposed, enforced and collected pursuant to the provisions of this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association.

2. Common Expenses. The Common Expenses for which Assessments shall be established, made, levied, imposed, enforced and collected by the Association pursuant to this Declaration shall be all costs and expenses incurred by the Association in the discharge and performance of the duties and obligations of the Association pursuant to this Declaration and the Articles of Incorporation and Bylaws of the Association and in furtherance of the objects and purposes for which the Association has been formed, created and established, including, without limitation, the following costs and expenses:

(a) Those incurred in the management and administration of the business and affairs of the Association, including, but not limited to, the salaries of any employees of the Association and the fees or other compensation paid to consultants to the Association, including, without limitation, architects, engineers, accountants and attorneys.

(b) Those incurred in connection with the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation, and protection of the Common Property.

(c) Reasonable reserves for repairs to and replacement of the Common Property.

(d) Those incurred for utility services to the Association and the Common Property, including, without limitation, electric power for irrigation systems.

(e) Those incurred for garbage and trash collection removal and disposal services provided to the Association and the Common Property (but not those provided to Lots).

(f) Those incurred for Common Property landscape maintenance and replacement, including irrigation.

(g) Those incurred as premiums on or for any insurance Association, including, without limitation, fire, casualty, liability, health, medical, workman's compensation and other insurance.

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(h) All taxes, paid by the Association, including, without limitation, ad valorem real and personal property taxes on the Common Property, if any.

(i) Those incurred in connection with any payments by the Association for the discharge of any lien or encumbrance upon the Common Property or any portion thereof.

(j) Those incurred by the Architectural Review Board in the performance of its duties and obligations pursuant to this Declaration, including, without limitation, the fees of, or other compensation paid to, consultants to the Architectural Review Board, including architects, landscape architects, engineers and attorneys.

(k) Those incurred from time to time by any committees of the Association which are reasonably connected to the discharge of the duties and obligations of the Association pursuant to this Declaration.

(l) Those incurred in connection with the acquisition and repayment of any loans made to the Association, including the principal of, interest on and closing costs and other charges associated with any such loan or loans and/or purchase money financing engaged in by the Association.

(m) Those incurred in connection with the enforcement of the provisions of this Declaration, including the fees, costs and expenses of any attorney retained or employed by the Association for that purpose.

(n) Those incurred in connection with capital expenditures as described in Article 10.18.

3. Use of Assessments. The funds received and derived from any and all Assessments made by the Association shall be used exclusively for the performance of the duties and obligations of the Association pursuant to this Declaration, the payment of Common Expenses, the operation and administration of the Association and the promotion of the health, safety, and general welfare of the residents of Johns Landing and for the benefit of the Johns Landing Community generally. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

4. Lien for Assessments. All Assessments established, made, levied, and imposed by the Association pursuant to this Declaration, together with interest, late charges, costs and expenses, including attorneys' fees associated with the collection thereof (whether suit be brought or not), shall be a charge, and a continuing lien upon each Lot against or with respect to which any such Assessment is made or levied.

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5. Personal Liability for Assessments. In addition to the foregoing lien for such Assessments, each such Assessment, together with interest, late charges, costs and expenses, including attorneys' fees associated with the collection thereof (whether suit be brought or not and whether at the trial or any appellate level), as aforesaid, shall also be the personal obligation and liability of the Owner of the Lot against or with respect to which any such Assessment is made, levied or imposed at the time such Assessment is so made, levied or imposed. Such personal liability for Assessments made, levied or imposed pursuant to this Declaration prior to the sale, transfer or other conveyance of a particular Lot shall not, by virtue of any such sale, transfer or other conveyance, pass to such Owner's successor or successors in title unless such personal liability of the Owner shall be expressly assumed in writing as the personal obligation of such successor or successors in title; provided, however, that no such assumption of personal liability by such successor or successors in title shall relieve any Owner otherwise personally liable for payment of Assessments from the personal liability and obligation for the payment of the same.

6. Types of Assessments. The Association is hereby authorized and empowered to establish, make, levy, impose, enforce and collect (i) an initial fee, (ii) Regular Assessments, (iii) Capital Expenditure Assessments, (iv) Special Assessments, and (v) Individual Lot Assessments, all as described below.

The initial fee shall be collectible from the first non-Builder Owner of each Lot within six (6) months of the first non-Builder Owner's obtaining a Certificate of Occupancy for a single family home on, or title to the Lot, whichever last occurs. Developer and Builders shall not be obligated to pay an initial fee as to any Lot. The initial fee shall be \$250. The initial fees shall be deposited into a separate interest bearing bank account to be held in trust by the Association and, accordingly, same may not be utilized by the Declarant or any other entity, including the Association, until such time as the homeowners take over control of the Association from the Declarant which is to occur at such time as the Class B membership ceases to exist or at such earlier time as the Developer may designate.

7. Regular Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year a regular assessment for Common Expenses to be incurred by the Association during such calendar year (the "Regular Assessment(s)") in the performance of its duties and obligations pursuant to this Declaration. Such Regular Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the following provisions:

8. Maximum Rate of Regular Assessment. The maximum amount of the Regular Assessment for calendar year 2001 shall be \$600.00. Subject to the limitations set forth in Article 10.13, the Regular Assessment for each subsequent calendar year thereafter shall be established and determined by the Board which shall make a good faith effort to establish same not later than thirty (30) days prior to the beginning of each calendar year. The Board shall establish the Regular Assessment for each calendar year based upon a *pro forma* operating statement or estimated budget for such calendar year which in turn shall be based, among other things, upon an estimate of the total Common Expenses likely to be incurred during such calendar year, taking into account the previous operating history of and any surplus funds (not including reserves) held by the Association. The total amount of the Common Expenses so estimated shall be divided by two hundred seventy-three (273) which is the total number of Lots the Developer currently plans to develop in Johns Landing. The quotient shall constitute the amount of the Regular Assessment for the "constructed Lots" (as defined in Article 10.9) for such calendar years. Pursuant to Article 10.9, the Regular Assessment for Lots that are not constructed Lots shall not exceed twenty percent (20%) of that for the constructed Lots.

9. Developed vs. Undeveloped Lots. Lots upon which construction has commenced ("constructed Lots") derive a greater benefit from Common Property and Assessments than do the Lots which are not being constructed upon. For this reason, the Association, in establishing the rate of Regular Assessments, shall assess Lots that are not constructed Lots for an amount less than constructed Lots. In this regard, the Regular Assessments of Lots that are not constructed Lots shall not exceed twenty percent (20%) of the Regular Assessments of constructed Lots. For purposes of this provision, construction shall be deemed to have commenced as to any Lot upon the earlier of (i) the commencement of construction of vertical Improvements pursuant to the appropriate and necessary governmental approvals and permits, and (ii) the conveyance of said Lot by the Developer to a third party person.

10. Notice of Regular Assessments. For each calendar year the Association shall provide written notice to each Owner of the amount of the Regular Assessment established, made, levied and imposed that calendar year and the dates upon which installments for the same shall become due and payable.

11. Commencement of Regular Assessments. Unless otherwise determined by the Board of Directors of the Association, Regular Assessments shall commence as to all Lots on January 1, 2001.

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12. Insufficient Regular Assessments. In the event the Association shall determine during any calendar year that the Regular Assessment established for such calendar year is or will become inadequate or insufficient to meet all Common Expenses for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the approximate amount of the deficiency or inadequacy of the Regular Assessment for such fiscal year, issue a supplemental estimate of Common Expenses to all members of the Association and within thirty (30) days thereafter establish, make, levy, impose, enforce and collect a supplemental or revised Regular Assessment for such calendar year.

13. Limitation on Increases. After the Association's first full calendar year of operation the Association shall not establish, make, levy, impose, enforce and collect any Regular Assessment which is increased over the amount of the Regular Assessment for the immediately preceding calendar year by more than fifteen percent (15%) with respect to any subsequent full calendar year, without the prior approval of a majority of the total votes held by the Members who are voting in person or by proxy at a meeting of the Association duly called for such purpose and of which written notice specifying the amount of a proposed increase in the Regular Assessment over the Regular Assessment for the prior fiscal year is sent to each member of the Association at least thirty (30) days in advance of such meeting.

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14. Payment of Assessments. Regular Assessments shall be due and payable in advance in monthly, quarterly, semiannual or annual installments as determined by the Board of Directors of the Association, in its reasonable discretion. Such installments shall be due and payable without any further notice other than that notice specified in Article 10.10 above.

15. Developer Option. Notwithstanding anything set forth in this Declaration to the contrary, the Developer shall not be subject to the initial fee. In addition, until such time as Class B membership in the Association is converted to Class A membership as provided in Article 13.6.2 of this Declaration, Developer shall have the option of either: (a) paying the Regular Assessments with respect to each Lot owned by Developer from time to time, the same as any other Owner or (b) in lieu of paying the amount of the Regular Assessments that would otherwise be due based on the Lots owned by the Developer from time to time, paying the difference between the actual Common Expenses incurred by the Association for a particular calendar year over the total amount of Regular Assessments levied by the Association against all other Lots (*i.e.*, Lots not owned by Developer) and Owners during such year. Commencing at such time as the Class B membership in the Association is converted to Class A membership, the Developer must pay the Regular Assessment with respect to each Lot owned by it from time to time, same as any other Owner.

16. Reserves. The Regular Assessments shall include a reasonable amount as determined by the Board of Directors of the Association to be collected as reserves for such other purpose or purposes as shall be determined by the Board of Directors of the Association, in its reasonable discretion. Notwithstanding the foregoing, as a component of the Regular Assessments the reserves shall not be less than five percent (5%) of the total of the Regular Assessments. Such portion of Regular Assessments representing amounts collected as reserves,

whether pursuant to this Article 10.16 or otherwise, shall be deposited by the Association in a separate interest bearing bank account to be held in trust by the Association for the purpose or purposes for which the same are collected and are to be segregated from and not commingled with any other funds of the Association. The account balance shall be turned-over to the Association at such time as the Class B membership ceases pursuant to Article 13.6.2. Prior to cessation of the Class B membership, the Declarant shall be prohibited from utilizing the reserves account except for the payment of repairs to capital improvements not otherwise to be paid for by the Declarant as the Developer of Johns Landing and for which collateral has been posted with the City as security in connection with the final Plat.

17. Road Reserves. In addition to the reserve funds required by Article 10.16, the Regular Assessments shall include an amount as determined by the Board of Directors of the Association to be collected as road reserves for the upkeep, maintenance, repair and replacement of the streets and roads in Johns Landing. In determining the initial road reserve portion of the Regular Assessment, the Board of Directors of the Association shall estimate the cost of replacing all such streets and roads in Johns Landing. The estimated replacement cost shall then be divided by the useful remaining life (in years) of the streets and roads in Johns Landing. The resulting annual contribution to the road reserves shall then be divided between the constructed Lots and the not constructed Lots in the same manner as the Regular Assessments. The calculation of the annual contribution to the road reserves shall be reevaluated by the Board as often as is necessary to insure, to the extent possible, the sufficiency of the road reserves to cover future upkeep, maintenance and replacement costs of the streets and roads in Johns Landing, but in no event less than every third budget year. Each such reevaluation shall take into consideration the amounts currently on account as road reserves. All road reserve funds are subject to the same segregation and other requirements and prohibitions as other reserve funds as set forth in Article 10.16.

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18. Capital Expenditure Assessments. In addition to the other Assessments for which provision is made in this Declaration, the Association shall be and is hereby authorized and empowered to establish, make, levy, impose, enforce and collect from time to time capital expenditure assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or the unexpected repair or replacement of any capital improvement to or upon the Common Property or the cost of the initial purchase or any subsequent unexpected repair or replacement of any equipment or personal property purchased, repaired or replaced by the Association in furtherance of the discharge of its duties and obligations pursuant to this Declaration (the "Capital Expenditure Assessments"); provided, however, that any such Capital Expenditure Assessment shall have the prior approval of greater than fifty percent (50%) of the total votes of the members who are voting in person or by proxy at a meeting of the Association duly called for such purpose and of which written notice specifying the nature of the proposed capital expenditure and the amount of the proposed Capital Expenditure Assessment is sent to all members of the Association at least thirty (30) days in advance of such meeting. All sums collected as Capital Expenditure Assessments shall be used only for the capital improvements or purchases for or with respect to which such Capital Expenditure Assessment has been approved and such sums shall be deposited by the Association

in a separate interest bearing bank account, not commingled with any other funds of the Association, to be held in trust by the Association for such purposes.

19. Special Assessments. In addition to other Assessments for which provision is made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect from time to time special assessments for any purpose directly related to the discharge of its duties and obligations pursuant to this Declaration (the "Special Assessments"), provided, however, that any such Special Assessment shall have the prior approval of greater than fifty percent (50%) of the total votes of the members of the Association who are voting in person or by proxy at a meeting of the Association duly called for such purpose. Written notice specifying the nature and amount of the proposed Special Assessment must be sent to all members of the Association at least thirty (30) days in advance of such meeting. All sums collected as Special Assessments shall be used only for the purpose for which such Special Assessments are established, made, levied, imposed, enforced and collected and shall be deposited in a separate interest bearing bank account, not commingled with any other funds of the Association, and held in trust by the Association for such purpose.

20. Individual Lot Assessments. In addition to any other assessments for which provisions are made in this Declaration, and subject to the limitations put on the Association in Article 10.3, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an assessment (the Individual Lot Assessment") for:

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(a) costs and expenses incurred by the Association in bringing a particular Owner of a particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within fourteen (14) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or noncompliance;

(b) costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

(c) costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot provided that such labor, services or materials can be accepted or rejected by such particular Owner in advance of the Association's furnishing or providing the same such that upon such Owner's acceptance of any such labor, services or materials such Owner shall be deemed to have agreed that the costs and expenses associated therewith shall be made, levied, imposed, collected and enforced as an Individual Lot Assessment against such particular Owner and his particular Lot; and

(d) reasonable overhead expenses of the Association associated with any Individual Lot Assessment, established, made, levied, imposed, collected and enforced pursuant to this Article 10.20.

21. Quorum for Action Authorized Under Article 10.13 and Articles 10.18 and 10.19.

The quorum required at any meeting of the Association for any action authorized pursuant to Article 10.13 and Articles 10.18 and 10.19 of this Declaration shall be as follows: At the first meeting called for the purpose of taking any such action the presence at such meeting, in person or by proxy, of members of the Association entitled to cast thirty percent (30%) of the total votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at such first meeting, a subsequent meeting may be called for the same purpose, subject to the notice requirements set forth in said Article 10.13 and Articles 10.18 and 10.19, and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the first meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the date of the first meeting.

22. Uniformity of Assessments. Except for Individual Lot Assessments for which provision is made in Article 10.20 of this Declaration, and subject to Article 10.9 and the Developer's rights under Article 10.15, all Assessments shall be uniformly fixed at an equal amount per Lot and shall be collected on a uniform basis from the Owner of each Lot.

23. Exempt Property. Any property, other than a Lot, which is owned by or dedicated to and accepted by any governmental body or agency, shall be exempt from any Assessments. All property otherwise exempt from taxation by the laws of the State of Florida or the United States of America shall also be exempt from all Assessments; but only upon the same terms, subject to the same conditions and only to the extent of any such exemption from taxation.

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24. Subordination of Assessment Lien. The lien of and for all Assessments provided for in Article 10 shall be and is hereby made junior, inferior and subordinate in all respects to the lien of any *bona fide* first mortgage held by an Institutional Lender upon a particular Lot recorded prior to the recording by the Association of a claim of lien for delinquent Assessments in the Public Records of the County. The sale, transfer or conveyance of title to a particular Lot shall not affect the effectiveness, viability or priority of any Assessment lien or the personal liability of the Owner of such Lot for the payment of any Assessment; provided, however, that the sale, transfer or conveyance of title to a particular Lot pursuant to judicial proceedings in foreclosure of, or pursuant to deed in lieu of foreclosure related to, a bona fide first mortgage on such Lot held by an Institutional Lender shall extinguish the lien of such Assessments other than those evidenced by the recording of a claim of lien prior to the recording of the mortgage (but not the personal liability of the Owner of such Lot) as to payments on account thereof which became due and payable prior to such foreclosure sale, transfer or conveyance. However, no such foreclosure sale, transfer or conveyance shall relieve such Lot or the Owner of that Lot from the personal obligation or liability for the payment of any

Assessments accruing or becoming due and payable subsequent to such sale, transfer or conveyance from the lien thereof.

25. Certificate of Assessments Due. The Association shall, upon the request of an Owner or any other interested party, furnish a certificate executed by its President, Vice President, Secretary, Treasurer or any other officer "hereunto duly authorized, setting forth whether Assessments payable with respect to a particular Lot have been paid, the amount of the delinquency, if any, and the amounts of any outstanding and unpaid interest, late charges, penalties, costs of collection, including attorney's fees and court costs, if any, associated with any such delinquent Assessments. A properly executed certificate of the Association as to the status of Assessments, as aforesaid, shall be binding upon the Association as conclusive evidence or the status of the payment of any Assessment therein stated to have been paid or to be delinquent as of the date of the issuance of such certificate. The Association shall be entitled to charge and collect a reasonable fee for and as a condition precedent to the issuance of any such certificate not to exceed Twenty-five and No/100 Dollars (\$25.00).

26. No Defenses or Offsets. All Assessments shall be payable in full and at the times due. No defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever, including, without limitation, any claim by an Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in this Declaration, the Articles or Bylaws; (ii) an Owner and his family has made, or elected to make, no use of the Common Property; (iii) the Owner and his family have otherwise made a purported waiver or elected to waive their membership in the Association; or (iv) the Association has suspended the right, privilege and easement of such Owner and his family to use the Common Property as provided in Article 9.4 of this Declaration.

27. Waiver of Homestead and Other Exemptions. Each Owner, by the acceptance of a deed or other conveyance to his Lot, shall, to the extent permitted by applicable law, be deemed to have waived, to the extent of any lien for Assessments at any time imposed upon such Lot pursuant to this Declaration, the benefit of any homestead or similar exemption laws of the State of Florida or the United States of America now in effect or hereafter enacted.

ARTICLE XI
NON-PAYMENT OF ASSESSMENTS

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1. Delinquency. Any Assessment established, made, levied or imposed by the Association pursuant to and in accordance with this Declaration which is not paid on its due date shall be deemed to be delinquent on that date. With reasonable promptness after any Assessment becomes delinquent, the Association shall provide written notice of such delinquency to the Owner of the Lot with respect to which such delinquent Assessment has been made, levied and imposed. If the delinquent Assessment is not paid within ten (10) days following the delivery of such notice of delinquency, the Association, in its discretion, shall be entitled to immediately impose a reasonable late charge associated with the administration of such delinquent

Assessment. Additionally, any such unpaid Assessment shall bear interest from the date of delinquency at the highest rate then allowed by the laws of the State of Florida.

2. Notice of Lien. The Association shall, at any time following the expiration of a period of ten (10) days following the aforesaid delivery of the notice of delinquency, be entitled to cause a Claim of Lien for such delinquent Assessments to be filed among the Public Records of the County. Any such Claim of Lien shall, among other things, state and identify the legal description of the Lot against or with respect to which the lien is claimed, the name of the record Owner of such Lot as best known to the Association as determined from its records, the amount of the lien claimed, including the amount of interest accrued and the rate of accrual, late charges, and costs and expenses associated with collection, including attorneys' fees, if any, accrued to the date of the execution of such Claim of Lien. Such Claim of Lien shall be executed by the President, Vice President, Secretary, Treasurer or other officer of the Association hereunto duly authorized by the Association or by the attorney for the Association. Within seven (7) days of the recording of the same, a copy of such Claim of Lien shall be sent to the Owner of the Lot against or with respect to which such lien is claimed.

3. Foreclosure of Assessment Lien. The Association shall, at any time subsequent to the filing of the aforesaid Claim of Lien among the Public Records of the County against or with respect to a particular Lot, be entitled to bring an action in the Circuit Court of the Eighteenth Judicial Circuit in and for the County to foreclose the lien of the Association for delinquent Assessments evidenced by such Claim of Lien in the same manner as mortgage liens are foreclosed. Any judicial sale pursuant to such foreclosure action shall be conducted as ordered by the Court or in accordance with the provisions of Article 45.031 Florida Statutes (1995), as amended or replaced from time to time. The Association shall have the right and power to bid at any foreclosure sale with respect to any lien foreclosed by it using its judgment for the delinquent Assessment, Association funds, and funds otherwise borrowed by the Association for that purpose, and if the successful bidder at such foreclosure sale, to acquire, own, hold, lease, sell, mortgage and convey any Lot upon or with respect to which it has foreclosed its lien for delinquent Assessments.

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4. Collection from Owner. The Association shall, at any time following the delivery of the aforesaid notice of delinquency, also be entitled to bring an action at law for the recovery and collection of such delinquent Assessment in the Circuit Court of the Eighteenth Judicial Circuit in and for the County against the Owner of the Lot personally obligated for the payment of such delinquent Assessment. Each Owner of a Lot, by the acceptance of a deed or other conveyance of the Lot owned by him shall be deemed to have agreed and consented to the jurisdiction of said Court over the person of such Owner for purposes of any action at law for the recovery and collection of any delinquent Assessment for the payment of which he is personally obligated.

5. Judgment Amount. Whether in an action at equity to foreclose the lien of the Association for delinquent Assessments or in an action at law for the recovery and collection of any such delinquent Assessment from the Owner of the Lot personally obligated for the payments

of the same, the Association shall be entitled to recover in such proceedings the amount of such delinquent Assessment, together with late charges and interest thereon, if any, and such costs and expenses, including reasonable attorneys' fees incurred either at trial level or on appeal, associated with the enforcement, recovery and collection thereof as may be awarded by the Court.

6. Remedies Cumulative. The remedies herein provided for the collection and enforcement of Assessments and the foreclosure of the lien therefor shall be cumulative and not alternative, it being expressly provided that any suits brought for the collection of assessments against the Owner personally obligated and liable for the payment of the same and for the foreclosure of the lien herein provided against the Lot involved may be brought simultaneously as separate counts in the same action.

7. Satisfaction of Lien. Upon payment or other satisfaction of (a) all delinquent Assessments specified in the Claim of Lien, (b) interest, late charges, costs and expenses of collection, including attorneys' fees, as aforesaid, which have accrued to the date of such payment or satisfaction, and (c) all other assessments which have become due and payable with respect to the Lot with respect to which a Claim of Lien has been recorded, the President, Vice President, Secretary, Treasurer or other officer of the Association "hereunto duly authorized, or the attorney for the Association, shall cause an appropriate release of such Claim of Lien to be filed and recorded among the Public Records of the County upon the payment by Owner of the Lot with respect to which such Claim of Lien was recorded of a reasonable fee to be determined by the Association, but not to exceed FIFTY AND NO/100 DOLLARS (\$50.00) to cover the costs associated with the administration of the satisfaction of such lien including, without limitation, the cost of preparing and recording such release.

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ARTICLE XII

ASSOCIATION: PURPOSES, DUTIES AND POWERS

1. Objects and Purposes and Function. The Association has been created and established in order to advance the objects and purposes of this Declaration. The Association shall have exclusive jurisdiction over and the sole responsibility for the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in this Declaration, the administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property, the payment of all Common Expenses, as defined in this Declaration, and the promotion and advancement of the health, safety and general welfare of the members of the Association; all as more particularly provided in this Declaration and in the Articles of Incorporation, Bylaws and rules and regulations of the Association.

2. Duties and Powers. In addition to those duties and powers conferred by law and those specified and enumerated in its Articles of Incorporation and Bylaws, the Association shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this Declaration, including, without limitation, such duties and powers as may be reasonably

imposed from, necessary for and incidental to the accomplishment of the objects and purposes for which the Association has been created and established.

3. Duties of Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific duties, responsibilities and obligations imposed upon it by law and those specified in its Articles of Incorporation and Bylaws, have the following specific duties, responsibilities and obligations:

3.1 Payment of Common Expenses. To pay all Common Expenses and any other expenses for which Assessments are made associated with the management and administration of the business and affairs of the Association and all other Common Expenses and any other expenses for which Assessments are made for which provision is made in this Declaration.

3.2 Levy and Collection of Assessments. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in this Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

3.3 Other Services. To provide and perform such other services and tasks, the responsibility for which has been expressly or impliedly delegated to the Association pursuant to this Declaration.

3.4 Insurance. Subject to the specific provisions contained herein, to provide adequate insurance protection on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and its officers and directors, as well as for the members of the Architectural Review Board established pursuant to this Declaration.

3.5 Preserve and Enhance Beauty of Johns Landing. To preserve, protect, maintain and enhance the appearance and natural beauty of the Common Property and Johns Landing Community generally.

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3.6 Promotion of Health, Safety and Welfare. To advance, promote, enhance and protect the health, safety and general welfare of the members of the Association, the residents of Johns Landing and the Johns Landing Community generally; provided, however, that the Association shall be and hereby is specifically prohibited from engaging in any political activity or any other activity whereby its status as a corporation not-for-profit or its exemption from Federal or state income taxation, if any, shall be forfeited or jeopardized.

3.7 Establish and Enforce Rules and Regulations. To make, establish, promulgate and publish, and to enforce such rules and regulations for the protection, and governing the use, of Common Property as the Board of Directors of the Association deems to be in the best interest of the Association and its members.

3.8 Other Activities. To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida as may be necessary or appropriate for the achievement of the objects and purposes for which the Association has been created, formed and established.

3.9 Operate Without Profit. To operate without profit for the sole and exclusive benefit of its members and the Johns Landing Community.

4. Powers of Association. The Association, acting by and through its Board of Directors, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in its Articles of Incorporation and Bylaws, have the following specific powers:

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4.1 Own and Deal with Common Property. Except as may be limited by the terms of this Declaration and the Articles of Incorporation and Bylaws of the Association, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property, (or any interest therein, including easements) which is, or upon its acquisition by the Association shall thereupon become, Common Property as defined in this Declaration.

4.2 Levy and Collect Assessments. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association.

4.3 Establish Reserves. To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board of Directors, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Property, including all easements and facilities, and for such other purposes as the Board of Directors of the Association, in its reasonable discretion shall deem necessary or appropriate.

4.4 Sue and Be Sued. To sue and be sued and to defend any suits brought against it.

4.5 Borrow Money. Subject to the limitations specified in Article 12.5 of this Declaration and in the Articles of Incorporation of the Association, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to this Declaration and the Articles of Incorporation of the Association.

4.6 Employ and Contract. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the

Association to carry out, perform and discharge all or any part of its duties obligations and responsibilities pursuant to this Declaration and the Articles of Incorporation of the Association; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time upon not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of Article 12.5 of this Declaration.

4.7 Intentionally Blank.

4.8 Provide Public or Quasi Public Services. Subject to the rights of the City under applicable franchise agreement, to itself provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents of Johns Landing and the Johns Landing Community generally, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television services and street lighting services.

4.9 Enforce Declaration. To take such steps as may be necessary to enforce the provisions of this Declaration, including, without limitation the employment of counsel and the institution and prosecution of litigation to enforce the provisions of this Declaration including, without limitation, such litigation as may be necessary to collect assessments and foreclose liens for which provisions are made in this Declaration.

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4.10 Surface Water Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System including, but not limited to, the roadway and rear-yard under-drains. Maintenance of the Surface Water Management System(s) including, but not limited to, the roadway and rear-yard under-drains, shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water Management System including, but not limited to, the roadway and rear-yard under-drains, shall be as permitted, or if modified as approved, by the SJRWMD or the City to the extent that the City has any jurisdiction over such system.

5. Limitations and Restrictions on Power of Association. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, and without limiting the generality of any thereof, the Association shall be prohibited from taking any of the following actions without the prior approval of a majority of the total votes of the Association.

5.1 Contracts for a Term in Excess of One Year. The entry into employment contract or other contracts for the delivery of services or materials to the Association having a term in excess of one (1) year, except in the case of prepaid insurance, casualty or liability contracts or policies for not more than three (3) years duration; provided that the applicable contract or policy provides for and permits early cancellation by the insured.

5.2 Pledge of Assessment Rights. The borrowing of any funds secured by a pledge, assignment or encumbrance of the right and duty of the Association to exercise its power to establish, make levy, impose, enforce and collect any Assessments for which provision is made in this Declaration whereby as a result of such pledge, assignment or encumbrance such right and power of assessment may be exercised by a party other than the Association or whereby the Association shall become obligated to establish, levy, enforce and collect any Assessment or Assessments in a particular amount or within a particular time so as to effectively divert from the Association and its Board of Directors the right, duty and discretion to establish, make, levy, impose, enforce and collect Assessments in such amounts and within such time periods as the Board of Directors of the Association, in its discretion, shall deem to be necessary and reasonable. It is expressly provided, however, that the foregoing limitation and restriction upon the pledge, assignment or encumbrance of the assessment rights herein contained shall not preclude the Association from pledging or making an assignment of or otherwise encumbering any Assessment which is then payable to or which will thereafter, in the ordinary course of the Association's business, become payable to the Association provided that any such assignment, pledge or encumbrance, though then presently effective, shall allow and permit any such Assessments to continue to be paid to and used by the Association as set forth in this Declaration unless and until the Association shall default on the repayment of the debt which is secured by such pledge, assignment or encumbrance.

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5.3 Sale or Transfer of Real Property. The sale, transfer or other disposition, whether or not for consideration, of any real property owned by the Association as Common Property; provided, however, in no event shall the Association be entitled or empowered to sell, convey or transfer any real property constituting Common Property transferred and conveyed by Developer to the Association pursuant to the provisions of Article 9.1 of this Declaration without first receiving the prior written consent of Developer, so long as the Developer is an Owner as herein defined. Further, upon the request of Developer, so long as the Developer is an Owner as herein defined, the Association shall re-convey to Developer any Common Property previously conveyed by Developer to the Association, in the event such original conveyance was made in error or in the event Developer modifies the development plan for Johns Landing in such manner as to require the incorporation of the affected Common Property into Residential Property use. Any such reconveyance to Developer shall automatically cause all of the easements created under Article 14 or the Plat to be automatically void, released and vacated without the requirement of any written release from any easement holder. Notwithstanding anything to the contrary contained in the foregoing, the Association shall not be permitted to sell, transfer or otherwise dispose of any lands upon which such is contained any part of the Surface Water Management System, or any facilities associated with the operation of such system, without the prior written consent of the SJRWMD and the City.

5.4 Payment of Compensation to Officers or Directors. The payment of compensation to the elected directors or to officers of the Association for services performed in the conduct of their duties is prohibited; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected director or officer for reasonable expenses actually incurred and paid by any such elected director or officer in the conduct of the business and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment of compensation to a manager or executive director of the Association who shall not be an elected director or officer of the Association.

ARTICLE XIII
ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner shall automatically and mandatorily be a Member of the Association upon becoming an Owner. Additionally, Developer shall automatically and mandatorily be a member of the Association. Membership may not be refused, waived or surrendered, but a members voting rights and use and enjoyment of the Common Property may be regulated or suspended as provided in this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association.

2. Transfer of Membership. Membership in the Association shall be appurtenant to and may not be separated from the ownership interest of an Owner in the Lot owned by such Owner. The membership of an Owner in the Association shall not be transferred, pledged or alienated in any way, except that such membership shall automatically be transferred and assigned to a transferee upon the transfer of the ownership interest required for membership in the Association. The Association shall have the right to record any such automatic transfer upon the books and records of the Association without any further action or consent by the transferring Owner or any transferee Owner. Any attempt to make a prohibited transfer of membership, however, shall be void and of no force and effect and will not be reflected upon the books and records of the Association.

3. Members' Rights. The rights of every Member of the Association shall be subject to and governed by the terms and provisions not only of this Declaration, but, in addition, shall at all times be subject to the terms and provisions of the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

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4. Intentionally Blank.

5. Voting Rights. An Owner's right to vote shall vest immediately upon such Owner's qualification for membership as provided in this Declaration and the Articles of Incorporation and Bylaws of the Association. All voting rights of a member shall be exercised in accordance with and subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation, and Bylaws of the Association.

6. Classes of Voting Membership: Number of Votes. The Association shall have two (2) classes of voting membership as follows:

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6.1 Class A. Class A Members shall be all Owners of Lots, with the exception of Developer until Class B membership has been converted to Class A membership as provided in Article 13.6.2 of this Declaration and in the Articles of Incorporation of the Association, and after such conversion all Owners of Lots classified as Residential Property shall be Class A Members. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the ownership interest required for membership; provided, however, that in the event that (i) two (2) or more contiguous Lots or (ii) one (1) Lot and a portion of another Lot contiguous thereto are owned in common by the same Owner and combined, developed and improved by such Owner as a single unified residential homesite, the Owner of any such combination of Lots shall only be entitled to one (1) vote for each such combination of Lots so owned. When more than one person or entity holds the ownership interest required for membership in the Association, each such person or entity shall be a member, but the single vote of such Members with respect to the Lot owned by them shall be exercised as those holding a majority interest in the Lot determine. However, in no event shall more than one (1) Class A vote be cast with respect to any Lot which is owned by more than one person or entity. The Association may, but shall not be obligated to, recognize the vote or written assent of any co-owner of a Lot, but the Association shall recognize the vote or written assent of a particular co-owner who or which is designated by a majority interest of all co-owners entitled to cast the vote attributable to the Lot owned by such co-owners, provided that such written designation shall be delivered to the Association not less than twenty-four (24) hours prior to the taking of the particular vote in question.

6.2 Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot in which Developer holds the ownership interest required for membership; provided, however, that Class B membership shall cease and terminate upon the happening of either of the following events, whichever occurs earlier:

- (a) when 75% of planned Lots have been deeded to homeowners other than the Developer or builders; or
- (b) on December 31, 2004; or

(c) at any time prior to that date at the election of the Developer;
at which time Class B membership shall automatically be terminated and the Class B Member shall be entitled and required to vote as a Class A Member. Notwithstanding the foregoing, Johns Landing may be developed in phases, with the recordation of more than one (1) plat affecting the Subject Property. Developer intends to develop twenty-four (24) Lots in the Subject Property, and effective as of the date of this Declaration Developer shall have three (3) Class B votes for each of such twenty-four (24) Lots, regardless of whether any or all of such Lots have been included in a recorded plat of all or a portion of the Subject Property. Further, in the event that the plats of the Subject Property create more than twenty-four (24) Lots, Developer shall also have three (3) Class B votes for each Lot in excess of the original estimate of twenty-four (24) Lots, from the date of recordation of the plat(s) which incorporate the increase in the number of Lots.

7. Intentionally Blank.

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8. Approval by Members. Unless elsewhere otherwise specifically provided in this Declaration or the Articles of Incorporation or Bylaws of the Association, any provision of this Declaration or the Articles of Incorporation and Bylaws of the Association which requires the vote or approval of a majority or other specified fraction or percentage of the total votes of the Association shall be deemed satisfied by either, both or a combination of the following:

(a) The vote in person or by proxy of the majority or other specified fraction or percentage of the total votes of the Association at a meeting duly called and noticed pursuant to the provisions of the bylaws of the Association dealing with annual or special meetings of the Members of the Association.

(b) Written consents signed by the majority or other specified fraction or percentage of the total votes of the Association.

ARTICLE XIV EASEMENTS

1. Easements Generally. Developer, on behalf of itself and for the benefit, where so stated, of the City, the Association, all Owners, and other specified parties, and also for the benefit of all real property from time to time included within the Subject Property, hereby creates, declares and reserves the following easements upon those affected portions of the Subject Property hereinafter specified:

1.1 Utility Easements. There are hereby created, declared, granted and reserved for the benefit of Developer, the City, the Association, all Owners and any public or private providers of utility services to the Subject Property and their respective successors and assigns a non-exclusive easement for utility purposes (the "Utility Easements") over, under, within and upon the Common Streets and Roads and all utility easements and easement areas shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon. The utilities contemplated to be served by such Utility Easements shall include, without limitation, those providing electric power, natural gas, telephone, potable water, sanitary sewer, cable television and electronic security services.

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1.2 Drainage Easements. There is hereby created, declared and reserved for the benefit of Developer, the City, the Association and all Owners a non-exclusive easement for stormwater collection, retention, detention and drainage under, over, upon and within all drainage easements, ponds and tracts shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration. The Association, the Developer, the City, and SJRWMD shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the SJRWMD permit. Additionally, the Association, the Developer, the City, and SJRWMD shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SJRWMD. Additionally, Developer, for the benefit of itself, the City, the SJRWMD, the Association and all Owners hereby reserves easements over any and all other portions of the Subject Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Subject Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owners of the particular Lots or any Improvements from time to time placed, located, constructed, erected or installed thereon. The foregoing easements are sometimes hereinafter referred to as the "Drainage Easements."

The Developer intends to construct berms and drainage swales within portions of the Drainage Easements identified on the Plat for the purpose of managing and containing the flow of excess surface water, if any. Each Owner, including builders, shall be responsible for the maintenance, operation and repair of the berms and drainage swales on their respective Lots. Likewise, the Association shall be responsible for the maintenance, operation and repair of the berms and drainage swales that are not located on a Lot (*e.g.* within the Common Property). Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the berms and drainage swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling,

excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the berms and drainage swales shall be authorized and any damage to any berms and drainage swales, whether caused by natural or human-induced phenomena, shall be repaired and the berms and drainage swales returned to their former condition as soon as possible by the party (*i.e.* Owner or the Association) having responsibility for the maintenance of the damaged berms and drainage swales.

1.3 Intentionally Blank.

1.4 Wall and Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of Developer and the Association an easement over and upon all wall and landscape easement areas shown on the Plat (the "Wall and Landscape Easements") together with the easement and license to enter upon such Wall and Landscape Easement areas for the purposes of erecting, constructing, installing, inspecting, maintaining, repairing and replacing any and all screening walls or fences, and the installation and irrigation of any landscaping therein, which may be required by the City and/or deemed to be necessary or desirable by Developer or the Association.

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1.5 Landscape Easements. There is hereby created, declared, granted and reserved for the benefit of Developer and the Association an easement for landscaping purposes (the "Landscape Easements") over and upon all landscape easement areas, entry ways, medians and landscape buffers shown on the Plat, if any, or hereafter declared by Developer, together with the easement and license to enter upon such areas for the purposes of installing, maintaining, inspecting, repairing and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers and other plant materials and irrigation systems of any kind, whether the same shall be required by the City and/or deemed necessary or desirable by Developer or the Association.

1.6 Intentionally blank.

1.7 Construction and Marketing Easements. There is hereby created, declared, granted and reserved for the benefit of Developer together with the right to grant, assign and transfer the same to Developer's sales agents and sales representatives as well as to builders or building contractors approved by Developer for the construction of residences within Johns Landing, an easement for construction activities upon Residential Property and an easement for marketing activities and signs on Residential Property and for the maintenance on Residential Property from time to time of model centers in which and from which Developer and its authorized sales agents and sales representatives and approved builders and building contractors may engage in marketing and information activities on a temporary basis during the period of the development of and construction within Johns Landing (the "Construction and Marketing Easements"). Notwithstanding any contrary provision in this Declaration, such marketing activity shall be conducted from temporary sales trailers or within buildings constructed as single family residential dwellings which are temporarily used for such activities and which are thereafter to be sold, used and occupied as single family residential dwellings. The location of

such model centers within Johns Landing may be changed from time to time by Developer, in its sole and absolute discretion.

1.8 Association Easements. There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of the Subject Property, as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation. Bylaws and rules and regulations of the Association (the "Association Easements"). Such Association Easements shall be in addition to the Drainage Easements hereinabove granted to the Association pursuant to Article 14.1.2 of this Declaration.

1.9 Common Roads and Streets. There are hereby created, declared, granted and reserved for the benefit of Developer, the City, the Association, the Owners and their invitees, licensees and guests a non-exclusive easement for vehicular and pedestrian ingress and egress through the Subject Property over the Common Streets and Roads, and to Developer and the Association for the purpose of constructing, installing, inspecting, maintaining, preparing and replacing from time to time any and all roadway facilities and landscaping from time to time located or to be located thereon. It is expressly provided that the rights-of-way over the Common Streets and Roads are not hereby dedicated to the public and are specifically declared, created and reserved as private street rights-of-way and easements for the benefit only of the Subject Property and only to and for the benefit of those persons or entities referenced above. Notwithstanding the foregoing, Developer reserves unto itself and to the Association the right to dedicate the Common Streets and Roads to the City, and according to terms acceptable to them. If the Developer elects to dedicate the Common Streets and Roads to the City after same have become Common Property owned or controlled by the Association, the Association shall join in to any such dedication, without consideration, requested by the Developer, provided any such dedication is approved in advance by the Federal Housing Administration and the Veterans Administration. The Association may install guard houses and/or limited access gates or facilities at the entrance to the Subject Property, in the sole discretion of Developer or the Association, and the costs of repair, maintenance and replacement of such shall be Common Expenses.

1.10 Intentionally Blank.

1.11 Sidewalk Easements. There is hereby created, declared and reserved for the benefit of the Developer, the Association and all Owners an easement for sidewalk purposes over, within and upon all Sidewalk Easement areas as shown on the Plat immediately adjacent to all the Common Streets and Roads within Johns Landing (the "Sidewalk Easements") for the purposes of constructing, installing, maintaining, repairing and replacing from time to time the sidewalk system of Johns Landing. All such benefitted parties shall have a non-exclusive easement for pedestrian ingress, egress and passage over and upon any sidewalks from time to time located constructed, installed and maintained within said Sidewalk Easement areas. As hereinabove provided in Article 8.30 of this Declaration, the Owner of each Lot encumbered by a Sidewalk Easement shall be obligated, at his expense, to initially install, and to thereafter

maintain, repair and replace, that portion, if any, of the Johns Landing sidewalk system which is to be located on such Lot.

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2. Future Easements. There is hereby reserved to Developer and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the City or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Developer, subject to the reasonable approval of the City, for the future orderly development of Johns Landing in accordance with the objects and purposes set forth in this Declaration. Any such easement(s) shall be recorded in the Public Records of the County. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon Residential Property pursuant to the provisions of this Article 14.2 if any such easement shall unreasonably interfere with an Owner's plans to use or develop a particular Lot as a single family residential home site. The easements contemplated by this Article 14.2 may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of Johns Landing in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Developer without the necessity for the consent or joinder of the Owner of the particular portion of the Subject Property over which any such further or additional easement is granted or required.

ARTICLE XV ARCHITECTURAL AND LANDSCAPE CONTROL

1. Reservation of Architectural and Landscape Control. In order to ensure that the development of Johns Landing will proceed pursuant to a uniform plan of development and construction and in accordance with consistent architectural, ecological, environmental and aesthetic standards which are designed and calculated to bring about the achievement and creation of, and to thereafter maintain, preserve and protect, Johns Landing as a pleasant, attractive and harmonious physical environment, Developer shall have and hereby reserves exclusively unto itself, for the duration hereinafter specified, the right, privilege, power and authority to review, approve and control the design, placement, construction, erection and installation of any and all buildings, structures and other Improvements of any kind, nature or description, including landscaping, upon all Residential Property and all Common Property. Such right and control of Developer shall be exercised in the manner hereinafter provided in this Article 15.

2. Architectural Review Board Established. The Association at all times has as a standing committee an Architectural Review Board, consisting of at least three (3) persons. Architectural Review Board members are appointed by, and serve at the pleasure of, the Board. The Board from time to time may designate alternative members, to serve in the absence of any regular member. Architectural Review Board members need not be Directors of the Association or Association members. No Architectural Review Board member is entitled to compensation for services performed; but the Board may employ independent professional advisors to the

Architectural Review Board and allow reasonable compensation to such advisors from Association funds. Any Architectural Review Board action may be taken by a simple majority of its members, with or without a formal meeting or joint deliberation, so long as each member is informed in advance of the action proposed. Notwithstanding anything contained herein to the contrary, until such time as the Developer has divested itself of title to all of the Lots, it shall have the right to choose all three (3) Architectural Review Board members.

3. Architectural Review Board Authority. The Architectural Review Board has full authority to regulate the exterior appearance of the Lots to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; and (ii) to protect and conserve the value and desirability of the Subject Property as a first class residential community. The power to regulate includes the power to prohibit those exterior uses, structures, conditions, or activities inconsistent with the provisions of this Declaration or otherwise contrary to the best interests of all Owners in maintaining the value and desirability of the Subject Property as a first class residential community. The Architectural Review Board's authority includes any matter affecting the exterior appearance of Lots and requiring approval by the Association under Article 7.

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4. Architectural Review Board Approval. No building, improvement, structure, addition, landscaping, attachment, condition, excavation, alteration, or change (including any color change) may be made, installed, maintained, restored, or permitted to remain on or to the exterior of any Lot, unless made, installed, maintained, or restored, as the case may be, completely in compliance with plans and specifications reviewed and approved by the Architectural Review Board in advance. Notwithstanding the foregoing, the Committee's approval is not required for restoration of any previously approved building, structure, or other item when the restoration is identical in all respects to the original work, as approved.

5. Objective Standards. In addition to any other express standard that may be provided by this Declaration, all actions by the Architectural Review Board must: (i) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Subject Property; and (ii) protect and conserve the value and desirability of the Subject Property as a first class residential community; and (iii) not conflict with the express provisions of this Declaration, the Articles of Incorporation, and the Bylaws; and (iv) otherwise be in the best interests of all Owners in maintaining the value and desirability of the Subject Property as a residential community.

6. Rules and Regulations. The Architectural Review Board from time to time may adopt and amend reasonable, uniform rules and regulations as to all matters within the scope of its authority, including procedural matters, with any such adoption or amendment to be within the sole and absolute discretion of the Architectural Review Board, so long as such rules, regulations and amendments are: (i) consistent with the provisions of this Declaration, the Articles of Incorporation and the Bylaws of the Association; and (ii) if the Board has not constituted itself as the Architectural Review Board, approved by the Board before taking effect. Rules and regulations adopted pursuant to this Article 15.6 have the same force and effect as the

Association's other rules and regulations and are enforced by the Board in the name of the Association.

7. Subjective Judgment. In addition to complying with the objective standards of this Declaration, and any applicable rules and regulations, Developer specifically intends the Architectural Review Board members to exercise an informed, subjective aesthetic judgment as to any matters within the Architectural Review Board's authority that is conclusive and binding upon any person affected, absent bad faith, mistake, or deliberate, intentional discrimination that cannot be justified on any rational basis. Without limitation, and in recognition of the fact that each Lot is unique, no Architectural Review Board action with respect to any particular Lot necessarily is of any precedential value with respect to any other Lot. Specifically, the fact that the Architectural Review Board may have approved or denied a particular installation, condition, activity, or item with respect to any particular Lot does not, by itself, constitute grounds for requiring such approval or denial with respect to any other Lot. Each application for Architectural Review Board action must be evaluated on its own merits, with the Architectural Review Board exercising the broadest discretionary judgment that is consistent with the requirements of this Declaration.

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8. Review. The Architectural Review Board from time to time may appoint one or more persons to make preliminary review of any applications and report such applications with such person's advisory recommendations for Architectural Review Board action. After the Developer gives up control of the Architectural Review Board, the Architectural Review Board's procedures for review and enforcement of the provisions of this Article in all events and at all times must provide any affected person with reasonable advance notice and a reasonable opportunity to be heard in person and through appropriate representatives of such person's choosing in a reasonably impartial manner.

9. Applications. Any applications for Architectural Review Board approval must be accompanied by three (3) sets of plans and specifications, together with such renderings, samples, models, and other information as the Architectural Review Board reasonably may require. Any application submitted other than by Owner must attach the Owner's written consent to the approval requested. The application must include the Owner's street address. Any application for installation of any building or other permanent structure must include a landscaping plan and detailed plot plan of any permanent improvements and structures. If requested, the Architectural Review Board may require the preliminary staking of such improvements and structures according to such plan for Architectural Review Board inspection. Any application for the initial installation of any residential dwelling must also include a grading and drainage plan and tree survey. Any costs of filing and processing an application pursuant to this Article are at the expense of the applicant; and the Association also may impose a reasonable, uniform application fee to defray the Architectural Review Board's costs.

10. Procedure. Within fourteen (14) days after receiving an application, the Architectural Review Board either must approve the application as submitted or notify the applicant of (i) the Architectural Review Board's decision to deny the application, or (ii) any

additional plans, specifications, drawings, or other items that the Architectural Review Board will require to act upon the application, or (iii) both of the foregoing. The Architectural Review Board's failure to so notify the applicant operates as an approval of the application as submitted. Upon receiving the foregoing notice, the applicant may request a hearing before the Architectural Review Board, at which the applicant, personally and through representatives of the applicant's choosing, is entitled to a reasonable opportunity to be heard in a reasonably impartial manner, after reasonable advance notice. No particular formality is required for any of the Architectural Review Board's proceedings, including any hearing, nor is any record required. Unless the applicant agrees otherwise, the Architectural Review Board must approve or disapprove any application within fourteen (14) days after receipt, or within fourteen (14) days after receipt of all additional plans, specifications, drawings or other items requested by the Architectural Review Board pursuant to (ii) above.

11. Approval. The Architectural Review Board's approval is deemed given under any of the following circumstances: (i) the Architectural Review Board fails to deny any application within fourteen (14) days after receipt, unless the applicant agrees to a longer period of time; and (ii) the Committee fails to notify the applicant of its intent to deny an application, or that further information is required, within fourteen (14) days after receipt of an application, as provided in Article 15.10. In all other events, the Architectural Review Board's approval must be in writing and endorsed upon two (2) sets of the plans and specifications, one of which must be returned to the applicant and one retained in the Association's permanent records for a period of at least two (2) years. Upon completion of the approved work, the applicant and any architect, engineer, contractor, or other reasonable professional must certify to the Association in writing that the work has been completed substantially according to the approved plans and specifications; and no Statute of Limitations begins to run in favor of any Owner or other applicant with respect to any substantial non-conformity to the approved plans and specifications until such certificate is filed.

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12. Changes. Any change to any plans and specifications previously approved by the Architectural Review Board affecting exterior elements of the Improvements also must be approved by the Architectural Review Board as provided in this Article 15, except that the Architectural Review Board will expedite, to the extent practical, any such application that is made while construction is in progress. The Architectural Review Board in no event is required to act upon any such application in less than ten (10) days, however.

13. Notice of Action. No suit, proceeding or other action to enforce the provisions of this Article 15 may be commenced or continued, nor may any of the provisions of this Article 15 be enforced, against any person who acquires any interest in a Lot without actual knowledge that a building or other structure (including walls and fencing) was installed, maintained, or restored on the Lot, as the case may be, in violation of the requirements of this Article unless such suit, action, or other proceeding is commenced within one (1) year after the City has issued a Certificate of Occupancy or its equivalent. No such action may be commenced, continued, or otherwise enforced against any purchaser or creditor who acquires an interest in, or a lien upon, any Lot for value, other than pre-existing indebtedness, and without actual knowledge of any

such violation, if such purchaser or creditor obtained a statement under oath from the applicable Owner that no violation existed on such Lot at the time value was given or paid. Upon payment of any reasonable uniform charge that the Association from time to time may impose to defray its costs, the Association within ten (10) days after request will issue an appropriate certificate of compliance or non-compliance, as the case may be, with the provisions of this Article 15, that is binding and conclusive as to the information it sets forth, upon both the Association and any person without actual knowledge to the contrary.

14. Developer Action. Notwithstanding any provision of this Article 15, no Architectural Review Board approval is required for any residential dwelling or any of its appurtenances constructed by Developer on any Lot as part of the development of Johns Landing, so long as it otherwise conforms to the applicable requirements of this Declaration. The foregoing exemption is for the exclusive benefit of Developer and may not be extended by Developer to any building or any Owner other than Developer.

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15. Exculpation for Approval or Disapproval of Plans. The Developer, the Association, the Architectural Review Board and any and all officers, directors, employees, agents and members of either the Developer, the Association, or the Architectural Review Board shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason, or on account of, any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article 15, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the Architectural Review Board for consent or approval pursuant to the provisions of this Article 15, by the submission thereof, and each Owner by acquiring title to any Lot or any interest therein, shall be deemed to have waived the right to, and shall not, bring any action, proceeding or suit against Developer, the Architectural Review Board, the Association or any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or for any other relief on account of any such decision, approval, disapproval, mistake in judgment, negligence, misfeasance or nonfeasance. Plans, specifications and other materials submitted to and approved by the Architectural Review Board, or by Developer or the Board of Directors, as the case may be, are being reviewed and approved based solely on their compliance with the provisions of this Declaration and as to aesthetic considerations, no person or entity shall rely on approval or disapproval of plans and specifications or any other materials as a representation of any sort regarding compliance with said construction or building standards, any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither Developer, the Architectural Review Board, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction. Notwithstanding the foregoing, the areas of exculpation addressed above are not intended to include a release of the affected persons from undertaking their responsibilities in a good faith, diligent fashion.

ARTICLE XVI
AMENDMENT

1. Amendment by Developer. Subject to the provisions of Article 16.5 of this Declaration, so long as there is a Class B member, the terms and provisions of, and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended or modified from time to time by Developer upon the affirmative written consent or the vote of not less than two-thirds ($\frac{2}{3}$) of the total votes of the members of the Association, and without requiring the joinder or consent of any other person or party whomsoever, provided any such amendment must be approved by the Federal Housing Administration and the Veterans Administration.

2. Amendment by Association. Subject to the provisions of Article 16.5 of this Declaration, the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration may be changed, amended, or modified at any time and from time to time by the Association upon the affirmative written consent or the vote of not less than seventy-five percent (75%) of the total votes of the members of the Association; provided, however, that until Developer no longer holds an ownership interest in any Lot or other lands within the Subject Property, no such change, amendment or modification by the Association shall be effective without Developer's prior express written joinder and consent on the amending instrument.

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3. Manifestation of Requisite Consent. In the case of any change, amendment or modification of this Declaration by the Association which requires the affirmative written consent or vote of members of the Association as hereinabove provided in Article 16.2, the acquisition of the requisite written consent or vote of members shall be manifested on the face of the amending instrument in a certificate duly executed and sworn to before a Notary Public by the President, or Vice President, and the Secretary of the Association affirmatively stating that such requisite affirmative written consent or vote has, in fact, been acquired or obtained prior to the recordation of such amending instrument among the Public Records of the County. Such certificate shall be and constitute conclusive evidence of the satisfaction of the provision of Article 16.2 of this Declaration with respect to the change, amendment or modification of this Declaration effected by the amending instrument of which such certificate is made a part.

4. Effectiveness of Amendments. All changes, amendments or modifications of this Declaration shall be manifested in a written amending instrument duly executed by Developer or the Association, or both, as may from time to time be required pursuant to the provisions of this Article 16, and shall be duly recorded among the Public Records of the County. Such change, amendment or modification of this Declaration shall be effective as of the date of such recordation or such later date as may be specified in the amending instrument itself.

5. Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of Developer and for the Association to change, amend or modify

the terms and provisions of and the covenants, conditions, restrictions, easements and reservations set forth in this Declaration and any amendment hereof shall at all times be subject to and limited and restricted as follows, to wit:

(a) This Declaration and any amendment hereof shall at all times be subject to the rules, laws, ordinances and codes of the City.

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(b) To the extent that particular rights or interests are expressly conferred herein upon or granted to the City, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the City shall not be changed, amended or modified without the prior written consent and joinder of the City.

(c) This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Developer or the City, respectively without the prior written approval of Developer or the City, as the case may be, and any attempt to do so shall be void and of no force and effect.

(d) Any amendments to the Declaration which alter the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Property, must have the prior approval of the SJRWMD and the City.

(e) This Declaration may not be changed, amended or modified in any fashion which will result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to maintain the Common Property.

(f) This Declaration may not be changed, amended or modified in any fashion which would affect the Surface Water Management System for the Subject Property, or its maintenance by the Association, without the prior written consent and approval of the SJRWMD and the City.

(g) This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Article 16.5 of this Declaration without the prior written consent and joinder of Developer, in any case, and to the extent of any proposed change, amendment or modification which shall affect the rights of the City or the SJRWMD hereunder, the same shall require the written consent and joinder of the City, or the SJRWMD, as the case may be.

(h) A copy of any amendment or modification to or restatement of, this Declaration shall be delivered to the City immediately after recording of same in the Public Records of the County.

ARTICLE XVII
DURATION

The terms and provisions of and covenants, conditions, easements, restrictions and reservations set forth in this Declaration shall continue to be binding upon the Developer and the Association and upon each Owner and all Owners from time to time of any portion of the Subject Property and their respective successors and assigns and all other persons, parties or legal entities having or claiming any right, title or interest in the Subject Property, by, through or under any of them, for a period of sixty (60) years from the date this Declaration is recorded among the Public Records of the County, after which time this Declaration and the covenants, conditions, restrictions and reservations set forth herein, as the same shall have been changed, amended or modified from time to time, shall be automatically extended for successive periods of ten (10) years unless an instrument of termination executed by the Association upon the affirmative written consent or the vote of not less than ninety-five percent (95%) of the total votes of the members of the Association (certified as provided in Article 16.3 of this Declaration), with the consent and joinder of the City, shall be recorded among the Public Records of the County at least one (1) year prior to the end of the initial term or any subsequent extension term of this Declaration. Each of the easements herein declared to be created, granted or reserved shall continue to be binding upon Developer and the Association and upon each Owner and all Owners from time to time of any portion of the Subject Property and their respective successors and assigns and all persons, parties and legal entities claiming by, through or under any of them in perpetuity, unless any such easement shall have been changed, amended, modified, released or terminated by the execution and recordation among the Public Records of the County of a written instrument or Court order, as the case may be, which, in either case, is otherwise legally sufficient in all respects to effect any such change, amendment, modification, release or termination of any such easement.

ARTICLE XVIII
ENFORCEMENT

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1. Parties Entitled to Enforce. Subject to the provisions of Article 18.2 of this Declaration, the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration, as changed, amended or modified from time to time, shall be enforceable by Developer, the Association and/or any Owner whose membership privileges in the Association have not been suspended as contemplated in Article 13.1. Additionally, to the extent that particular rights or interests are expressly conferred upon or granted to the City pursuant to this Declaration, the particular terms and provisions of this Declaration conferring or granting such rights or interests to the City shall also be enforceable by the City. Those so entitled to enforce the provisions of this Declaration shall have the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions, easements or reservations or against the party or parties defaulting or attempting to default in his, its or their obligations hereunder in order to (a) enjoin any such violation or attempted violation or any such default or attempted default, (b) cause any such violation or attempted violation or default or attempted default to be cured, remedied or

corrected, (c) recover damages resulting from or occasioned by or on account of any such violation or attempted violation or default or attempted default and (d) recover costs and expenses, including attorneys' and paralegals' fees and costs, incurred in connection with the enforcement of this Declaration. The SJRWMD and the City 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 Surface Water Management System.

2. Limitations on Enforcement Rights. Notwithstanding the foregoing provisions of Article 18.1 of this Declaration, the right to enforce the provisions of this Declaration shall be subject to and limited by the requirement that the Association shall have the exclusive right to collect Assessments and enforce Assessment liens. To the extent that specific rights, interests or reservations are conferred upon or granted or reserved to specific parties pursuant to this Declaration only those parties upon or to whom or which such rights, interests or reservations are conferred, granted or reserved shall have the right to enforce the provisions of this Declaration relating to such rights, interests or reservations.

3. Enforcement by Owners. Only Developer and the Association shall have the right to enforce the provisions of Article 15 of this Declaration with respect to architectural and landscape control. It is expressly provided, however, that if both Developer and the Association fail, refuse or are unable to commence enforcement of such provisions within thirty (30) days following written demand to do so from any Owner, any Owner who makes such demand and who otherwise has standing to do so, shall have the right to enforce the provisions of said Article 15; provided, however, that such right of enforcement shall not include the right to seek judicial review of discretionary decisions made either by Developer, the Association or the Architectural Review Board where the discretion to make such decision is expressly conferred pursuant to this Declaration.

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4. Attorneys' Fees. In the event that legal or equitable proceedings are instituted or brought to enforce any of the provisions set forth in this Declaration, as changed, amended and modified from time to time, or to enjoin any violation or attempted violation or default or attempted default of the same, the prevailing party in such proceeding shall be entitled to recover, from the losing party such reasonable attorneys' and paralegals' fees and court costs as may be awarded by the court rendering judgment in such proceedings, whether incurred at the trial or appellate level.

5. No Waiver. Failure by Developer, the Association, any Owner or the City (only to the extent any right of enforcement is otherwise granted to or conferred upon the City pursuant to this Declaration), to enforce any term, provision, covenant, condition, restriction, easement or reservation herein contained in any particular instance or on any particular occasion shall not be deemed a waiver of the right to do so upon any subsequent violation or attempted violation or default or attempted default of the same or any other term, provision, covenant, condition, restriction, easement or reservation contained herein.

6. Nuisance. The result of every act or omission, where any term or provision of, or covenant, condition, restriction, easement, or reservation set forth in this Declaration is violated, breached or in default in whole or in part, is hereby declared to be and constitute a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by Developer, the Association or any Owner.

7. Cumulative Rights and Remedies. In connection with the enforcement of this Declaration, all rights, remedies of Developer, the Association, the Owners, and the City (to the extent provided herein), shall be cumulative, and no single right or remedy shall be exclusive of any other.

8. Effect of Invalidation. If in the course of an attempt to enforce this Declaration, any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9. Exculpation. Developer, the Association, the Architectural Review Board, and the individual members, officers, directors, employees or agents of any of them, shall not, jointly or severally, be liable or accountable in damages or otherwise to any Owner or other party affected by this Declaration, or to anyone submitting plans or other materials for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to the provisions of this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans or other materials for consent or approval pursuant to this Declaration, by the submission thereof, and each Owner of any Lot, by acquiring title thereto or an interest therein, shall be deemed to have agreed that he or it shall not be entitled to bring and shall not bring any action, proceeding or suit against Developer, the Association, the Architectural Review Board, or any individual member or members or officer or officers, director or directors, employee or employees or agent or agents of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval.

ARTICLE XIX
MISCELLANEOUS PROVISIONS

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1. Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Subject Property, whether or not such interest is reflected upon the Public Records of the County shall be conclusively deemed to have consented and agreed to each and every term, provision, covenant, condition, restriction, easement and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust,

association or other legal entity shall have acquired such right, title, interest or estate in the Subject Property or any portion thereof.

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2. Personal Covenants. To the extent that the acceptance or conveyance of a Lot creates a personal covenant between the Owner of such Lot and Developer, the Association or any other Owner or Owners, such personal covenant shall terminate and be of no further force or effect from or after the date when a person or entity ceases to be an Owner except to the extent that this Declaration may provide otherwise with respect to the personal obligation of such Owner for the payment of Assessments for which provision is expressly made in this Declaration.

3. Governing Law. This Declaration and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida.

4. Construction. The provisions of this Declaration shall be liberally construed so as to effectuate and carry out the objects and purposes specified in Article 2 of this Declaration.

5. Article and Section Headings. Article and Section headings contained in the Declaration are for convenience and reference only and in no way define, describe, extend or limit the intent, scope or content of the particular Articles or Sections in which they are contained or to which they refer and, accordingly, the same shall not be considered or referred to in resolving questions of interpretation or construction.

6. Singular Includes Plural, etc. Whenever the context of this Declaration reasonably requires the same, the singular shall include the plural and the plural the singular and the masculine shall include the feminine and the neuter.

7. Time of Essence. Time is of the essence of this Declaration and in the performance of all covenants, conditions and restrictions set forth herein. Whenever a date or the expiration of any time period specified herein shall fall on a Saturday, Sunday or federal banking holiday, the date shall be extended to the next succeeding business day which is not a Saturday, Sunday or federal banking holiday.

8. Notice. Any notice required or permitted to be given pursuant to the provisions of this Declaration shall be in writing and shall be delivered as follows:

(a) Notice to an Owner shall be deemed to have been properly delivered when delivered to the owner's Lot, whether said Owner personally receives said notice or not, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-owners any such notice may be delivered or sent to any one of the co-owners on behalf of all co-owners and shall be deemed to be and constitute delivery on all such co-owners.

(b) Notice to the Association shall be deemed to have been properly delivered upon receipt at the address furnished by the Association or to the address of its principal place of business.

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(c) Notice to Developer shall be deemed to have been properly delivered upon receipt at the Developer's address which is 221 Northeast Ivanhoe Boulevard, Suite 205, Orlando, Florida 32804.

(d) The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been properly mailed to any Owner or Owners to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

9. Development and Construction by Developer. Nothing set forth in this Declaration shall be deemed, either expressly or impliedly, to limit the right of Developer to change, alter or amend its development plan or plans for the Subject Property, or to construct such improvements as Developer deems advisable prior to the completion of the development of all of the Subject Property. Developer reserves the right to alter its development and construction plans and designs as it deems appropriate from time to time; subject, however, to all applicable Governmental Regulations, including, without limitation, those of the City.

10. Assignment of Developer's Rights and Interests. The rights and interests of Developer under this Declaration may be transferred and assigned by Developer to any successor or successors to all or part of Developer's interest in the Subject Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

11. No Warranties. This Declaration is made for the objects and purposes set forth in Article 2 of this Declaration and Developer makes no warranties or representations express or implied as to the binding effect or enforceability of all or any portion of the terms and provisions of or the covenants, conditions, restrictions, easements and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

12. FHA/VA Approval. As long as there is a Class B membership, and so long as the Department of Housing and Urban Development or the Veteran's Administration is holding, insuring, or guaranteeing any loan secured by Property subject to this Declaration, the following actions will require the approval of the Department of Housing and Urban Development or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF Developer has caused this Declaration of Covenants, Conditions and Restrictions to be made and executed as of the day and year first above written.

Witnesses: J Lynn Simonson

Print Name: J Lynn Simonson

Karin C. Lennon
Print Name: Karin C. Lennon

Roberts/Cura Company,
a Florida joint venture

By: [Signature]

Print Name: RICHARD A. BARBER
Title: PRES.

(CORPORATE SEAL)

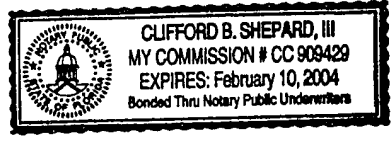
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STATE OF FLORIDA)
COUNTY OF ORANGE)

§:

The foregoing instrument was acknowledged before me this 12th day of June, 2000, by Richard A. Barber, the President of Roberts/Cura Company, a Florida joint venture. He/She is personally known to me or has produced as _____ identification and who did not take an oath.

Notary Stamp



[Signature]
Signature of Person Taking Acknowledgment
Print Name: Clifford B. Shepard, III
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of Section 29 & 30, Township 22 South, Range 27 East, Orange County, Florida described as follows:

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Commencing at the North 1/4 corner of said Section 29 run S 89°26'52" E along the North line of the Northeast 1/4 aforesaid Section 29, 861.96 feet; thence S 00°21'20" E, 1150.10 feet to the Southerly right of way line of State Road 91 (Florida Turnpike) as shown on Florida Department of Transportation right of way map, section 97750-2375, said point also being the POINT OF BEGINNING; thence continue S 00°21'20" E, 1316.20 feet to the Shoreline of Johns Lake; Thence meandering along the said shoreline the following 24 courses and distances: S 65°56'06" W, 118.95 feet; S 68°30'41" W, 202.05 feet; S 57°36'11" W, 121.38 feet; S 53°44'06" W, 151.34 feet; S 71°54'40" W, 204.59 feet; N 85°45'57" W, 302.48 feet; N 80°41'26" W, 97.87 feet; N 73°44'10" W, 141.38 feet; N 62°55'56" W, 53.96 feet; N 56°01'22" W, 135.15 feet; N 47°59'39" W, 103.44 feet; N 41°01'37" W, 125.03 feet; N 70°11'58" W, 223.21 feet; N 88°31'21" W, 43.22 feet; S 64°55'41" W, 201.96 feet; S 53°05'51" W, 162.63 feet; S 41°24'43" W, 133.29 feet; S 85°38'41" W, 47.14 feet; S 50°01'41" W, 97.73 feet; N 77°04'30" W, 163.57 feet; N 88°36'00" W, 164.95 feet; S 37°39'16" W, 207.76 feet; S 68°31'45" W, 211.98 feet; S 70°54'15" W, 93.40 feet to a line lying 447.00 feet East of, when measured parallel with and perpendicular to, the Westerly line of the Northwest 1/4 of aforesaid Section 29; thence departing the aforesaid shoreline of Johns Lake N 00°08'58" E along said line lying 447.00 feet Easterly of the Westerly line of the Northwest 1/4, 783.52 feet to a line lying 905.00 feet Southerly of, when measured parallel with and perpendicular to the Northerly line of the Southwest 1/4 of the said Northwest 1/4 of Section 29; Thence N 89°13'31" W along said line lying 905.00' Southerly of the Northerly line of the Southwest 1/4 of the Northwest 1/4, 447.03 feet to the aforesaid Westerly line of the Northwest 1/4 of Section 29; Thence N 00°08'58" E along said Westerly line and the Easterly right of way line of Remington Road as recorded in Plat Book 6, Page 35 of the Public Records of Orange County, Florida, 159.01 feet to the Southerly line of the abandoned portion of said Remington Road as recorded in Official Records Book 5628, Page 3760 of the said Public Records of Orange County, Florida; thence N 89°51'02" W along said Southerly line 45.00 feet to the point of intersection of the Easterly right of way line of an eighty (80) foot right of way as shown on the aforementioned right of way map of State Road 91 and the Westerly right of way of aforesaid Remington Road said point being on the arc of a non-tangent curve concave Southwesterly (Radial line through said point bears S 62°06'41" W) having a radius of 520.00 feet; thence Northwesterly through a central angle of 14°58'35" along the arc of said curve and the said Easterly right of way line of the eighty (80) foot right of way, 135.92 feet; thence N 47°08'15" E, 169.25 feet to the aforesaid Westerly line of the Northwest 1/4 of section 29; thence N 00°08'58" E along said Westerly line and the aforesaid Easterly right of way line of the abandoned Remington Road, 490.29 feet to the limited access right of way line of aforesaid State Road 91; thence along the said limited access right of way line the following five courses: S 89°13'31" E, 209.01 feet to a line lying 209.00 feet Easterly of, when measured parallel with and perpendicular to, the aforesaid Westerly line of the Northwest 1/4 of Section 29; thence N

00°08'58" W along said line lying 209.00 feet easterly of the Westerly line of Northwest 1/4, 30.00 feet to the aforesaid Northerly line of the Southwest 1/4 of the Northwest 1/4 of Section 29; thence S 89°13'31" E along said Northerly line 1777.13 feet to the Westerly line of the East 1/2 of the Northeast 1/4 of the aforesaid Northwest 1/4 of Section 29; thence N 00°00'56" E along said Westerly line 139.97 feet; thence N 89°27'18" E, 1446.98 feet to the aforesaid southerly right of way line of State Road 91; thence departing aforesaid limited access right of way line of State road 91 S 89°21'12" along the said Southerly right of way line, 83.42 feet to the POINT OF BEGINNING,

Containing 110.7511± acres above the Normal High Water line of Johns Lake.

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Recorded - Martha D. Haynie