

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

FOR

ARBOR MILL AT OAKLEAF PLANTATION

Prepared by and Return To:

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- Exhibit A – Property
- Exhibit B – Articles of Incorporation
- Exhibit C – Bylaws
- Exhibit D – Common Area
- Exhibit E – Charter Oaks Blvd. Easement Agreement
- Exhibit F – Architectural Guidelines
- Exhibit G – Fence Plan

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

FOR

ARBOR MILL AT OAKLEAF PLANTATION

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ARBOR MILL AT OAKLEAF PLANTATION, made this 21st day of June, 2016, by **Arbor Mill LLC**, a Florida limited liability company, whose mailing address is 161 Hampton Point Drive, Suite 1, St. Augustine, FL 32092, ("Declarant").

RECITALS:

- A. Declarant is the owner and developer of that certain real property located in Clay County, Florida and more particularly described in the attached Exhibit "A" (the "Property").
- B. It is the intention and desire of Declarant to have the Property developed into single family residential homesites and to sell such homesites as part of a residential community. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.
- C. Declarant desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.
- D. To provide for the efficient management of the Property, Declarant has created or will create a nonprofit homeowners association. The Association, as hereinafter defined, shall own (in fee title interest or by easement), operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created. Declarant shall administer the Architectural Control and Design Guidelines for Arbor Mill.

DECLARATION:

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof and Declarant (each as defined below).

ARTICLE I. DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

1.1 Association. Arbor Mill at Oakleaf Plantation Homeowners Association Inc., a Florida not-for-profit corporation, its successors and assigns. The Amended and Restated Articles of Incorporation to be filed with the Florida Secretary of State attached as Exhibit "B", and Bylaws more particularly described in the attached Exhibit "C" attached hereto, for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate, administer and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "Covenants and Restrictions").

1.2 Association Rules and Regulations. The rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

1.3 Declarant. Arbor Mill LLC or such other entity which has been specifically assigned the rights of Declarant hereunder and any assignee thereof which has had the rights of Declarant similarly assigned to it. Declarant may also be an Owner for so long as Declarant shall be record owner of any Lot as defined herein.

1.4 Board of Directors. The Board of Directors of the Association.

1.5 Charges. All General, Special and Lot Assessments.

1.6 Common Area or Common Areas. All real and personal property and easement rights now or hereafter intended for the common use and enjoyment of all of the owners within the Property, including without limitation any property or rights designated by Declarant as Common Area on Exhibit "D" attached hereto. Without limitation, the Common Area shall include the islands in all cul de sacs, all roads and street unless such are dedicated to and accepted for maintenance by Clay County or Duval County, Florida, the rights and easements for retention ponds, lakes, culverts, drainage areas and stormwater retention systems located within the Property, the rights and easements along the entrance or boundaries to the subdivision for fencing, signage, landscaping, conservation, lighting and irrigation. The Common Areas shall also include such personal property, fixtures and improvements placed or constructed by or on behalf of the Association in, upon or on the easements granted herein.

1.7 Power Line Easement Area. The area of the Property subject to easements running along the eastern boundary of the Property allowing for electric transmission, power lines and other utilities above and below ground, including without limitation the following:

- (i) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2946, page 508;

- (ii) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2946, page 511;
- (iii) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2085, page 2051;
- (iv) Easement in favor of Seminole Electric recorded in Official Records Book 1512, page 1514 and Official Records Book 1479, page 941; and
- (v) Easement in favor of Clay Electric Cooperative recorded in Official Records Book 2946, page 511, all of the public records of Clay County, Florida.

The Power Line Easement Area is shown on the Plat and described as Tracts P-2 and P-3. The Power Line Easement Area shall constitute Common Area, but no access to or use of Tract P-3 by the Owners shall be permitted.

1.8 General Assessment. An assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

1.9 Guest. A social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days, or longer, shall be deemed a permanent resident.

1.10 House. Any single-family residential dwelling constructed or to be constructed on or within any Lot.

1.11 Lot. Any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

1.12 Lot Assessment. Any assessment charged to a particular owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

1.13 Member. Those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

1.14 Mortgage. Any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

1.15 Mortgagee. Any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender and shall include guarantors or insurers of mortgages such as FNMA, FHA and VA.

1.16 Owner. The record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic

payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

1.17 Plat. Any plat or plats of the Property recorded or to be recorded by Declarant or others in the public records of Clay County or Duval County, Florida.

1.18 Property. The property described in the attached Exhibit "A", and such additions and deletions thereto as may be made in accordance with Article II hereof.

1.19 PUD. Planned Unit Development Ordinance Number 2013-22, approved by the Board of County Commissioners of Clay County, Florida, as the same may be amended from time to time, and any other Planned Unit Development approved by Clay or Duval County applicable to the Common Area or the Property in the event additional lands are added to the Subdivision pursuant to Article II.

1.20 Special Assessment. Those Special Assessments referred to in Article VI hereof.

1.21 Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within or within the vicinity of the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C., or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area and is subject to certain permit and use restrictions imposed by the St. Johns River Water Management District, Clay County or Duval County.

1.22 Yard. Any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS AND DELETIONS

2.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property (as enlarged or diminished pursuant to this Article II) shall be the only property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant to subject any other property now or hereafter owned by Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 2.2.

2.2 Additional Lands. Declarant may, but shall not be obligated to, subject additional land in Clay County or Duval County, Florida, to this Declaration (or to the assessment provisions

of this Declaration) or to a different Declaration of Covenants, Conditions, Restrictions and Easements administered by the Association from time to time. Addition of lands to this Declaration or to a different declaration shall be made and evidenced by recording in the public records.

2.3 Withdrawal of Lands. Declarant may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. The withdrawal of lands as aforesaid shall be made and evidenced by recording in the public records a Supplementary Declaration executed by Declarant with respect to the lands to be withdrawn.

ARTICLE III. OWNERSHIP AND MEMBERSHIP

3.1 Lot Ownership. A Lot may be owned by one or more natural persons or an entity other than a natural person.

3.2 Membership appurtenant to Lot. Declarant and every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

3.3 Classes of Membership. The Association shall have two classes of voting membership:

3.3.1 Class A. Class A Members shall be all Owners with the exception of the Declarant while the Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such Lot shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

3.3.2 Class B. The Class B Member shall be the Declarant, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Declarant has conveyed ninety percent (90%) of the Lots or when the Declarant, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon termination of its Class B Membership, the Declarant shall be a Class A Member so long as it owns any Lots.

ARTICLE IV. COMMON AREA RIGHTS, OBLIGATIONS AND MAINTENANCE

4.1 Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

4.1.1 The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided owners as described herein.

4.1.2 The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

4.1.3 The right of the Association to dedicate or transfer all or any part of the Common Areas, to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Board of the Association.

4.1.4 The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property or facilities at a regular meeting of the Association or at a special meeting called for this purpose.

4.1.5 The right of Declarant or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, including the right to grant easements for ingress and egress to members of the general public.

4.1.6 The right of Declarant or the Association to acquire, extend, terminate or abandon easements.

4.1.7 NOTWITHSTANDING THE FOREGOING, NO OWNER SHALL BE ENTITLED TO ENTER UPON THE POWER LINE EASEMENT AREA DESIGNATED TRACT P-3 AND THE PORTION OF THE POWER LINE EASEMENT AREA DESIGNATED TRACT P-3 SHALL BE STRICTLY OFF LIMITS FOR ALL OWNERS AND THEIR GUESTS, FAMILY MEMBERS, AGENTS OR INVITEES. THE ASSOCIATION SHALL BE ENTITLED, BUT SHALL NOT BE OBLIGATED, TO ERECT OR CAUSE TO BE ERECTED FENCING AND OTHER MEANS AND IMPROVEMENTS TO BLOCK OR RESTRICT ACCESS TO THE PORTION OF THE POWER LINE EASEMENT AREA DESIGNATED TRACT P-3. IN NO EVENT SHALL THE ASSOCIATION, DECLARANT OR ANY MANAGERS, MEMBERS, OFFICERS OR DIRECTORS OF EITHER OF THEM BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING WITHIN THE POWER LINE EASEMENT AREA. ANY PERSON WHO SHALL ENTER INTO THE POWER LINE EASEMENT AREA SHALL DO SO AT HIS OR HER OWN RISK AND SHALL HOLD THE ASSOCIATION, DECLARANT AND THEIR MANAGERS, MEMBERS, OFFICERS AND DIRECTORS HARMLESS FROM ANY CLAIMS RELATED TO THE POWER LINE EASEMENT AREA.

4.2 Liability for Damage to Common Area. In the event any Common Areas, facilities or personal property of the Association are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner hereby authorizes the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment payable immediately upon demand.

4.3 Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section, property separated only by public or private roads, water bodies, wetland preserves or open space shall be deemed contiguous). Declarant may, at any time, withdraw, or cause to be withdrawn, land, easements use rights or personal property from the Common Area in Declarant's sole discretion. Such additions and withdrawals shall be evidenced by recording a Supplementary Declaration in the public records, which shall specifically reference each such addition or withdrawal. Withdrawal of land from the Common Area by Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by a Declarant shall be deemed to be Common Area unless such land is expressly referenced as such under Article II hereof, or subsequently designated as such by Declarant pursuant to Article I hereof and this Section, even if Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section, upon Declarant's written request, the Association shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall, at all times, maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas, personal property, fixtures and improvements and other structures (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) placed or constructed thereon by or on behalf of the Association. The Association shall also maintain any and all landscaping, trees, electric, irrigation, sidewalk, entry feature or sign, drainage and stormwater facilities along Charter Oaks Boulevard from Oakleaf Plantation Parkway to the Clay County line as depicted on the Plat and Charter Oaks Blvd Easement Agreement attached as Exhibit "E" and incorporated into this Declaration but may make arrangements for sharing such maintenance costs with other owners of lands accessing or benefitting from Charter Oaks Boulevard. Except with respect to the banks of lakes as set forth in Section 8.23 hereof, the Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers, Florida Department of Environmental Regulation, St. Johns River Water Management District, Clay County and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the St. Johns River Water Management District, the Florida Department of Environmental Regulation, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Property designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management

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

4.5 Easement for Maintenance Purposes. Declarant hereby reserves for itself and grants to the Association, and its successors, assigns, agents, and contractors, an easement in, on, over and upon those portions of the Property (excluding any portions whereupon any homes or other vertical improvement may now or hereafter be located) as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. The easement granted hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights granted hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration.

4.6 Association's Rights in the Common Area. The Association shall own the Common Areas shown on the Plat, subject to easements and restrictions of record. Each Owner's obligation to pay assessments, as provided herein, shall commence upon his acquisition of his Lot, notwithstanding that the part of the Common Areas consisting of personal property or fixtures have not then been conveyed to the Association.

ARTICLE V. ASSOCIATION

5.1 Duties and Powers of the Association. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association and shall include enforcement of these covenants. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which, in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas within the Property; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

5.2 Maintenance Obligations of Lot Owners. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. The costs of these services shall be a Lot Assessment. Notwithstanding

the foregoing, if the Owner who is charged the Lot Assessment (“Defaulting Owner”) fails to pay the Lot Assessments, and the Association is in need of funds to pay the costs incurred, the cost of such Lot Assessment can be spread equally among all Owners. Such spreading of cost shall not in any way alleviate the Defaulting Owner’s responsibility to pay the entire Lot Assessment, with interest, costs, attorneys, fees, and late fees, if applicable.

5.3 Maintenance of Exterior of Houses. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screened and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

5.4 Management Company. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association’s management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

5.5 Limited Access Procedures. The Association may establish limited access procedures for the Property. Such procedures may be adopted and, from time to time, changed by the Association as the Association Board of Directors chooses in its discretion. Such procedures adopted and provided by the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the limited access systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither Declarant nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury or for any loss or damage to persons or property which may occur within the Property, whether or not it is due to the failure of the limited access system and procedures adopted from time to time.

ARTICLE VI. COVENANTS FOR MAINTENANCE ASSESSMENTS

6.1 Creation of the Lien and Personal Obligation of Assessments. All assessments and fines (referred to collectively in this Article as “charges”), together with interest and cost of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. The lien shall attach to the Lot upon recording of a claim of lien in the public records of Clay County or Duval County, Florida (as applicable), which lien shall include all the formalities of a deed and be signed by a duly authorized officer or agent of the Association. The claim of lien may provide that it secures not only current outstanding assessments as of the date of filing the claim of lien, but may also include future unpaid assessments, interest, late charges, and other costs related thereto. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Declaration and in the Association Articles of Incorporation and Bylaws. No diminution or abatement or any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers,

agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

6.2 Purpose of Assessments.

6.2.1 Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis or for the purpose of recovering excess expenses or costs from previous years. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

6.2.2 In addition to the Annual General Assessments authorized above, the Association shall also collect from each Owner of a Lot at the time the Lot is conveyed by Declarant to the Owner, a one-time Capital Assessment equal to \$350.00 per Lot. The Capital Assessment shall be used to defray the cost of the initial construction of improvements to the Common Areas and as a reserve for future costs of the Association.

6.2.3 In addition to Annual General Assessments and the Capital Assessment authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Property, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

6.2.4 In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

6.2.5 In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific lot, or any other maintenance or special services provided to such Lot or its owner, the cost of which is not included in the General Assessment.

6.3 Collection of Assessments. The initial Annual Assessment on any Lot subject to assessment shall commence and be collected at the time title to such Lot is conveyed to the Owner by Declarant. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the General or Special Assessments charged to that Owner's Lot, prorated to the date of closing based upon a 365 day year.

6.4 Effect of Non-Payment of Assessment, Personal Obligation and Remedies of Declarant.

6.4.1 Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee equal to Fifty and No/100 Dollars (\$50.00), or other amount determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

6.4.2 All charges against any Lot pursuant to this Declaration, together with such late fees, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot which lien shall attach upon the recording of the claim of lien as aforesaid. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, sell, lease, mortgage and convey the same.

6.4.3 Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

6.5 Subordination of Lien to Mortgages.

6.5.1 The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

6.5.2 The Treasurer of the Association, upon demand of any owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

6.6 Declarant's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the

Property owned by the Declarant shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Declarant shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Declarant and shall continue until (i) the Declarant shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Lots within the Property.

6.7 Association Budget.

6.7.1 The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

6.7.2 Declarant shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

6.7.3 Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget may also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

6.7.4 The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owners obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

6.7.5 Until elimination of the Class B Membership, Declarant shall have the sole right to appoint the members of the Board of Directors of the Association.

6.8 Exemption from Assessments and Liens. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

6.8.1 All properties dedicated to and accepted by a governmental body, agency or authority;

6.8.2 All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

6.8.3 All properties owned by the Declarant until such time as the property or any portion thereof, including a Lot, shall be conveyed to a third party. Declarant may assign this exemption right to any person. Such an assignment shall have no effect on Declarant's exemption hereunder.

6.9 Tax of Common Areas. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII. ARCHITECTURAL CONTROL

7.1 Preservation of Beauty. In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article VII, and the Architectural Control and Design Guidelines for Arbor Mill attached as Exhibit "F" and incorporated into this Declaration, as may be amended from time to time, and every Lot Owner agrees to be bound hereby.

7.2 Architectural Review Committees. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

7.2.1 The New Construction Committee ("NCC") is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be the Declarant, or any other individual or entity as appointed by Declarant, in its sole and absolute discretion. The NCC shall review and approve all such initial construction, whether performed by any Declarant, a builder to whom Declarant has conveyed one or more Lots, or an Owner.

7.2.2 The Modifications Committee ("MC") is charged with the review of all plans for any addition, removal, change or modification of the improvements upon a Lot. The MC shall be the Declarant, and shall until such time as Declarant has conveyed ninety percent (90%) of the Lots, at which time the Association shall be the MC.

7.2.3 The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until an Owner takes title to the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to

the exterior of any building, fence, all, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or object, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

7.3 Powers and Duties of the NCC and MC. The NCC and MC shall have the following powers and duties:

7.3.1 In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Guidelines by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes shall be delivered to Owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

7.3.2 To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

7.3.3 To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all Owners.

7.3.4 Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article VII hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

7.3.5 If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the applicable committee.

7.3.6 Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising

from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

7.3.7 The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

7.4 **Procedure for Approval of Plans.** The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in strict compliance with the specific provisions of this Declaration and the Architectural Control and Design Guidelines shall be deemed approved.

ARTICLE VIII. USE OF PROPERTY

In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

8.1 **Single Family Residence Only.** Each Lot shall be used for the purpose of constructing a single family residence thereon and for no other purpose. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than one single family residence. No building or structure shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein shall be construed to prevent the Declarant from using any Lot or portion thereof as a right-of-way for road purposes or for access or a utility easement, in which event none of these restrictions shall apply. No building or structure shall have exposed concrete blocks. No carports shall be constructed without prior approval of the NCC.

8.2 **Minimum Square Footage.** Notwithstanding the requirements of the PUD, no House or other structure shall be constructed on a Lot which has a height exceeding thirty-five (35) feet above the elevation of the finished surface of the first floor of such dwelling. All one-story Houses constructed on fifty (50) foot wide Lots shall have a minimum of one thousand three hundred twenty (1,320) square feet of heated and air conditioned living space. All Houses constructed on sixty (60) foot wide Lots shall have a minimum of one thousand five hundred (1500) square feet of heated and air conditioned living space.

8.3 **Set-Back Definitions.** In any event, no structure of any kind shall be located on any Lot nearer to the front lot line, nor nearer to any side street line, nor nearer to any side lot line than that which is permitted by the PUD and applicable zoning from time to time, as the same may be modified by variance, exception, or other modification. If any one House is erected on more than one Lot, or on a building plot composed of parts of more than one Lot, the side line restrictions set forth above, shall apply only to the extreme side lines of the building plot occupied by such dwelling. Nothing herein contained shall be construed to prevent Declarant from reducing the building restriction lines with the prior written approval of the governmental agencies having jurisdiction.

8.4 Maximum Lot Coverage. The maximum area of a Lot covered by all buildings and structures shall not exceed the percentage described in the PUD and/or zoning applicable to the Property.

8.5 No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of a temporary residence and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of such construction, nor the use of sales facilities for the Declarant.

8.6 Residing Only in Residence. No trailer, basement, garage, or any outbuilding of any kind shall be at any time used as residence either temporarily or permanently.

8.7 Fences. Fences shall meet with the standards of the Architectural Control and Design Guidelines. No chain link or wood fences shall be erected on any Lot and no other style fence or wall shall be erected on any Lot until the quality, style, color and design thereof shall have been first approved by the NCC.

8.8 Mailboxes. Unless otherwise expressly prohibited by the United States Postal Service, all Homes constructed in the Property are permitted to have an individual mailbox. However, in the event that central mailboxes or cluster boxes are requested and approved by Declarant no individual mailboxes will be permitted on any Lot. Builders shall be solely responsible for the installation of mailboxes, in whatever form selected. In no event shall Declarant be responsible for the administration, installation or maintenance of mailboxes. If central or cluster mailboxes are selected, upon written notice to the Association of the installation the Association shall have thirty (30) days to inspect the central or cluster mailbox. The Association can either accept the cluster or central mailbox or require the installing Builder to make changes, repairs or other modifications in order for the Association to deem the central or cluster mailbox acceptable. If the association does not respond within thirty (30) days of notice the central or cluster mailbox shall be deemed to be accepted. Once accepted the Association shall maintain the cluster or central mailbox. If individual mailboxes are selected, each Owner shall be responsible for maintenance, repairs etc.

8.9 Sewage Disposal and Water Service. The utility company providing service to the Property, has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on the Property to provide potable water for use within any structure, and no potable water shall be used within said structures except potable water which is obtained from the utility company. Nothing herein shall prevent the digging of a well to provide water for swimming pools, irrigation of a yard or garden or for heat transfer systems of heating and air conditioning units; provided, however, no well shall exceed 100 feet in depth. No septic tank may be constructed on any Lot. No sewage may be discharged on the open ground or into the wetlands. All sewage must be disposed of through the sewer lines and the disposal plant owned and controlled by the utility company or its assigns. No water from air conditioning systems or swimming pools shall be disposed of through the lines of the storm sewer system. The utility company has a non-exclusive perpetual easement in, over and under the areas described on the Plat

as "Utility Tracts for Easements" or similar wording for the purposes of installation, maintenance and operation of water and sewage facilities.

8.10 Motorists' Vision to Remain Unobstructed. The Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment and opinion of the Board of Directors of the Association, obstruct the vision of the motorist upon any of the streets.

8.11 Signs. No sign of any character shall be displayed or placed on any Lot except "FOR RENT" or "FOR SALE" signs which shall be no larger than four feet (4') square, or one small sign used to denote the name and address of the resident, which sign may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design approved by the Association. Agents of the Association may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph. Nothing contained in this Declaration shall prevent Declarant, or any person designated by it from erecting or maintaining such commercial and display signs as they deem appropriate and such temporary dwellings, model houses, sales offices and other structures as Declarant may deem advisable for development purposes.

8.12 Aerials and Antennas. Subject to the rules and regulations promulgated by the Federal Communications Commission from time to time, all radio or television aerials, satellite dishes or antennae or any other exterior electronic or electrical equipment or devices of any kind should be placed, to the extent feasible, in locations that are not visible from the street, so long as such placement does not impair reception, permits reception of any acceptable quality signal and does not cause the Owner to incur an unreasonable expense. In general such equipment shall not be installed or maintained on the exterior of any structure or any Lot unless and until the location, size and design thereof shall have been approved by the NCC or MC, as applicable. As a general rule, antennae and other electronic equipment will be approved if installed in a manner that is not visually offensive. No such equipment will be approved or permitted to remain if it causes interference with neighboring electronic systems.

8.13 Pets. Not more than two dogs, or two cats, or two birds (excluding parrots) or two rabbits, or any combination of two thereof, may be kept on a Lot for the pleasure and use of the occupants, but not for any commercial or breeding use. If, in the sole opinion of the Board of Directors of the Association, the animal or animals are dangerous or are an annoyance or nuisance or destructive of wildlife, they may not hereafter be kept on the Lot. In no event whatsoever shall pit bull dogs be allowed on the Property. Birds and rabbits shall be kept caged at all times. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot.

8.14 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or

remain outside a receptacle on any part of the Property or on any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way. Landscaping are to be neatly trimmed, weeded and maintained. Lawn grass shall not exceed ten inches (10") in height.

8.15 No Parking of Vehicles, Boats, Etc. No recreational or other vehicles of any kind, including, but not limited to, any mobile home, trailer (either with or without wheels), motor home, tractor, car, truck, commercial vehicles of any type, camper, motorized camper or trailer, motorcycle, motorized bicycle, motorized go-cart, boats or any other objects may be kept or parked between the street and the front of residential structures; provided, however, private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot. All such objects shall be completely screened inside a garage, carport or covered and concealed from view from any adjacent Lot or roadway. Private automobiles of guests of occupants may be parked in the driveways and other vehicles may be parked in the driveways during the times necessary for pickup and delivery service and solely for the purpose of such service. No trailer, other than sales of construction trailers, shall be kept on any Lot. No Owner or other occupant of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Property, except within enclosed garages or workshops.

8.16 Air Conditioners. No window air conditioning units shall be permitted on any Lot.

8.17 Clothesline. No clothesline or other clothes drying facility shall be permitted on any Lot, except in locations which are completely screened from public view.

8.18 Storage of Fuel Tanks Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuel, garbage or trash, shall be screened from view from adjacent Lots and any street.

8.19 Insurance. Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which will be in violation of the law. Each Owner shall obtain and continually maintain insurance against fire or other casualty damage on all improvements constructed upon a Lot in an amount equal to the full insurable value thereof.

8.20 Inspections. Owners shall allow the Association or its agents and employees to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the Yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

8.21 Resubdividing Lots Owned by Declarant. Declarant reserves the right to resubdivide or replat any Lot or Lots owned by it for any purpose whatsoever, including for rights-of-way for road purposes and easements.

8.22 Resubdividing Developed Lots. No Lot upon which a House has been constructed shall be further subdivided or separated into smaller Lots by any Owner; provided that this shall not prohibit corrective deeds or similar corrective instruments.

8.23 Lakes. Only Declarant and the Association shall have the right to pump or otherwise remove any water from any lake or water body (together referred to herein as "lake"), located within the Property or adjacent or near thereto for the purpose of irrigation or other use. No person shall be permitted to place any refuse in such lake. Declarant and the Association shall have the sole and absolute right, but not the obligation, to control the water level of such lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now are, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels"), shall be maintained by the Owner of such Lot with such grass, planting or other lateral support so as to prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of such embankment shall not be changed without the prior written consent of Declarant and the Association. The control of nuisance shoreline vegetation shall be the responsibility of the Owners of lots abutting the lake. In no event shall any Owner use herbicide within a Lot without the prior written approval of the Association. If the Owner of any lake parcel fails to maintain such parcel in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Reimbursement of such costs to the Association shall be collectable and enforceable in the same manner as assessments, as more particularly set forth in Article VI hereof. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Declarant or the Declarant's successors, assigns and designees, including Declarant. No docks, bulkheads, or other structures shall be constructed on such embankments unless and until same have been approved by the NCC and all appropriate agencies and authorities. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any lake within the Property. The Association shall have the right to deny such use to any person who in the opinion of the Board of Directors of the Association may create or participate in a disturbance or nuisance on any part of the surface waters of any such lake. All activities authorized, restricted, or described by this Section, shall be in strict accordance with any and all of the statutes, rules, regulations, permits, and restrictions more particularly described elsewhere in this Declaration.

8.24 Conservation Areas. To the extent that the Property or any Lot shall be subject to any recorded conservation easement, said areas are intended to be retained in their predominantly natural condition as wooded water recharge, detention and percolation and environmental conservation areas. In furtherance of this, each Owner shall comply with the terms of any conservation easement, including the following prohibitions and restrictions:

1. The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on the conservation areas;
2. The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;

3. The removal or destruction of live trees, shrubs or other living vegetation from the Common Areas for Conservation;

4. The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Common Areas for Conservation;

5. Any use which would be detrimental to the retention of the Common Areas for Conservation in their natural condition; and

6. Acts or uses detrimental to such retention of land or water areas.

8.25 Enforcement. The Declarant and/or the Association, its successors and assigns, and the SJRWMD shall have the right to enter upon the Common Areas for Conservation at all reasonable times and in a reasonable manner to assure compliance with the aforesaid prohibitions and restrictions.

All subsequent owners of any Common Areas for Conservation shall be responsible for the periodic removal of trash and other debris which may accumulate on such areas.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Common Areas for Conservation and shall be binding upon and shall inure to the benefit of the Association, its successors and assigns. Upon conveyance by Declarant to third parties of any land affected hereby, Declarant shall not have further liability or responsibility hereunder, provided the Plat of the Property includes Common Areas for Conservation and is properly recorded.

8.26 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE U.S. ARMY CORPS OF ENGINEERS ("ACOE"), THE SJRWMD AND CLAY COUNTY (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE, SJRWMD, CLAY COUNTY, OR BY ANY APPLICABLE CONSERVATION EASEMENT OR GOVERNMENTAL AGENCY, AS SHOWN ON PLAT OR RECORDED IN THE RECORDS OF CLAY COUNTY, FLORIDA, SHALL, BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT

AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT, ASSOCIATION, SJRWMD, ACOE, CLAY COUNTY, AND / OR OTHER GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY, AS APPLICABLE.

ARTICLE IX. UTILITY EASEMENTS AND OTHER EASEMENTS

9.1 Unrestricted Right to Assign Easements. Declarant shall have the unrestricted right, without the approval or joinder of any other person or entity to designate the use and to alienate, release, or otherwise assign the easements shown on the Plat or described herein.

9.2 10 Foot Easement for Ingress, Egress, Utilities and Drainage. The Declarant reserves for itself and grants unto the Association and its designees a ten foot (10') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line, or from the top of the lake bank landward as the case may be, for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Declarant or Association. By virtue of this easement, it shall be expressly permissible for the Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

9.3 5 Foot Easement for Ingress, Egress, Utilities and Drainage. The Declarant hereby reserves for itself and grants unto the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by the Declarant or the Association. By virtue of this easement, it shall be expressly permissible for the Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which the Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

9.4 Blanket Easement for Drainage and Landscape. The Declarant reserves for itself and grants unto the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion

controls. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of soil, take up pavement or to take any other similar action reasonably necessary, following which the Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Reasonable notice of intent to take such action shall be given to all affected owners, unless, in the opinion of the Declarant or the Association, an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of the Declarant or the Association, and shall not be construed to obligate the Declarant or the Association to take any affirmative action in connection therewith. The rights hereunder reserved and granted shall not extend to that portion of a Lot which is improved.

9.5 Encroachment of Improvements. To the extent that any improvements constructed by Declarant on, or, if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 9.5 shall also terminate.

9.6 Easement for Maintenance of Landscape and Signage. The Declarant hereby reserves for itself and grants unto the Association an alienable and releasable easement over and across certain tracts located in the Property for access, ingress and egress for the purposes of improvement, maintenance and repairs of all landscaping and signage as shown on the Plat for the Property. Further, the Declarant reserves for itself and grants unto the Association a twenty foot (20') easement running along and parallel to the roads and running along and parallel to all boundary lines of the Plat for access to and construction, maintenance and repair of signs, landscaping, walls, fences, circuits, conduits, planters and other improvements currently existing or hereafter made or constructed by the Declarant or the Association.

ARTICLE X. GENERAL PROVISIONS

10.1 Maintenance of Common Areas. There is hereby granted to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

10.2 Covenants run with the Property. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the public records of Clay County and Duval County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. Any amendment to Declaration which would affect the surface

water management system including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

10.3 Condemnation of Common Area. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive, right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

10.4 Notice to Owner. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

10.5 Violation of Covenants. The Association is hereby granted the right, but shall have no obligation, following ten (10) days written notice to the Owner of the Lot specifying the violation to enter upon any Lot to correct any violation of these covenants and restrictions or to take such action, as the Association deems necessary to enforce these Covenants and Restrictions all at the expense of the Lot Owner. The Owner of the Lot shall pay the Association, on demand, the actual cost of such enforcement plus twenty percent (20%) of the cost of performing the enforcement. In the event that such charges are not paid on demand the charges shall bear interest at the maximum legal rate of interest from the date of demand. The Association may, in its option, bring action at law against the Lot Owner personally obligated to pay the same, or upon giving the Lot owner ten (10) days written notice of intention to file a claim of lien against a Lot, may file and foreclose such lien. In addition, the Association shall be entitled to bring actions at law for damages or in equity for injunctions for the purposes of curing or correcting any violation of the terms of these covenants and restrictions. All costs and expenses, including, but not limited to, attorneys' fees (at trial, in settlement, and on appeal) incurred by the Association to effectuate collection of any charges or to cure or correct any violation of the terms of these covenants and restrictions shall be borne by the Lot Owners responsible for the charges or violations in question. All foregoing remedies of the Association shall be cumulative to any and all other remedies of the Association provided herein or at law or in equity. The failure by the Association to bring any action to enforce any provisions of these covenants and restrictions shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Lot Owner or any other party against the Association.

10.6 Enforcement of Declaration. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, Declarant or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter. Furthermore, the St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained

in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.

10.7 Approval of Declarant. Whenever the approval of Declarant (any of its officers) or Association is required by these covenants and restrictions, no action requiring such approval shall be commenced or undertaken until after a request shall be sent to Declarant and the Association by Registered or Certified Mail with return receipt requested. If Declarant or the Association fails to act on any such written request within thirty (30) days after the date of receipt by Declarant or the Association, the approval of Declarant to the particular action sought shall be granted; however, no action shall be taken by or on behalf of the person or persons submitting the written request which violates any of these covenants and restrictions.

10.8 Liberal Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

10.9 Invalidity of Part does not Invalidate the Balance. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

10.10 Gender Neutrality. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

10.11 Amendment of Declaration. Subject to the provisions of Section 10.2, Declarant is hereby granted the absolute and unconditional right, so long as it remains a Class B member of the Association, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration, Federal Housing Authority, or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein; (iv) to conform to the requirements of the St. Johns River Water Management District, Clay County, Duval County and/or Private Utility Company; or (v) correct any error herein.

10.11.1 Subject to the provisions of Section 10.2, Declarant is hereby granted the right to amend this Declaration in any other manner without the joinder or any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially and adversely altered thereby, unless such Owner has consented thereto.

10.11.2 This Declaration may be also amended at a duly called meeting of the Association where a quorum is present if the amendment resolution is adopted by (i) a two-thirds (2/3) vote of all Class A Members of the Association present at such meeting and (ii) the Class B Member, if any. An amendment so adopted shall be effective upon the recordation in the public

records of Clay County and Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

10.12 Legal Fees. Any and all legal fees, including, but not limited to, attorneys' fees and court costs, including before, at trial, in bankruptcy and any post judgment collection, which may be incurred by Declarant, the Association or any Owner in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association and/or Declarant.

10.13 Transfer, Assignment and Withdrawal of Powers. Declarant shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm, corporation or committee of Lot Owners as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by Declarant by any part or paragraph of this Declaration. No such transfer or assignment shall require the consent, approval or acceptance of any person, including, without limitation, the Association or the Owners. Following any such assignment, Declarant shall be relieved of the performance of all duties and obligations hereunder. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by Declarant under these provisions, the same shall be vested in and be exercised by the Association and if the Association shall have been dissolved, then by a committee to be elected or appointed by the Owners of a majority of the Lots shown on the Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid. The term "Declarant" as used herein shall include the person or entity identified on the first page as Declarant and its successors or assigns.

10.14 Florida Law. This Declaration shall be construed in accordance with laws of the State of Florida.

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

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

MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

10.16 Surface Water of Stormwater Management System. The Surface Water or Stormwater Management System may include drainage and retention facilities located in Duval County, Florida, located outside the boundaries of the Property. Such drainage and retention facilities will serve the entry road to the Property, but may serve additional parcels which will not be included in the Property or be subject to this Declaration. The Association shall maintain such drainage and retention facilities as and if required by the St. Johns River Water Management District, Clay County or Duval County. The other parcels which are also entitled to use the drainage and retention facilities located in Duval County may be developed as a multifamily project, or for any other use approved by Duval County. The Association and the Owners shall have no approval rights in the development of such parcels and the Declaration shall not apply to or restrict such parcels, unless such parcels are specifically incorporated into the Property in accordance with Article II.

10.17 Amenity Center and Neighborhood Parks. Parcels of the Property designated as Tract TL-1, Tract TL-2, Tract P-1 and Tract P-2 on the Plat ("Tracts") are intended to be used as parks or for an amenity center serving the community and will be conveyed to the Association. Declarant, for itself and its successors and assigns, reserves a non-exclusive easement for access to, over and upon the Tracts for construction of improvements thereon, but this reservation of easement shall in no way obligate Declarant to actually make any improvements to the Tracts. It is contemplated that the improvements upon P-1 and P-2 shall include an open air building, pool, parking lot and play field. There shall be no ongoing obligation for the Declarant or any third party after construction of any improvements on any Tract to maintain, repair, restock, insure or otherwise be responsible in any of the Tracts. The Association shall accept any improvements made to or on the Tracts and shall pay for and maintain the Tracts and the improvements that may be made thereon, including, but not limited to, pool furniture, bathroom supplies, landscaping, irrigation, utilities, meters, pool supplies, surveillance equipment, security features, signs, safety equipment, lights, gates, fences, and all other incidentals and sundries associated with these tracts.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered

in the presence of:

S. K. W.

Print Name: B. Kylee Winham

A. S. Cottrill

Print Name: G. Todd Cottrill

ARBOR MILL LLC,
a Florida limited liability company

By: [Signature]

Name: Samuel Crozier

Its: Manager

STATE OF FLORIDA

COUNTY OF Clay

The foregoing instrument was acknowledged before me this 27th day of June, 2016, by Samuel Crozier the Manager, of Arbor Mill LLC, a Florida Limited Liability Company, on behalf of the company.

[Signature]

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

Personally Known or Produced I.D. _____

Type of Identification Produced _____



EXHIBIT "A"

PROPERTY

A portion of Section 6, Township 4 South, Range 25 East, Clay County, Florida, also being a portion of those lands described and recorded in Official Records Book 1450, page 1590, of the Public Records of said County, being more particularly described as follows:

For a Point of Reference, commence at the Northwesterly corner of said Section 6; thence North $89^{\circ}50'42''$ East, along the Northerly line of said Section 6, said line also being the dividing line between said Clay County and Duval County, Florida, a distance of 941.70 feet to a point lying on the Easterly right of way line of Oakleaf Plantation Parkway, a 200 foot right of way as presently established; thence continue North $89^{\circ}50'42''$ East, departing said Easterly right of way line and along said Northerly line of Section 6, a distance of 341.31 feet to the Point of Beginning.

From said Point of Beginning, thence continue North $89^{\circ}50'42''$ East, along said Northerly line of Section 6, a distance of 2035.47 feet to a point lying on the Westerly limited access right of way line of Branan Field / Chaffee Road, a variable width limited access right of way as depicted on Florida Department of Transportation Right of Way Map, Section 71293-2501; thence along said Westerly limited access right of way line the following three (3) courses: 1) South $07^{\circ}04'40''$ East, 282.39 feet to the point of curvature of a curve concave Northeasterly having a radius of 5929.58 feet; 2) Southeasterly along the arc of said curve, through a central angle of $20^{\circ}44'47''$, an arc length of 2147.05 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $16^{\circ}47'13''$ East, 2135.34 feet; 3) South $27^{\circ}09'36''$ East, 0.69 feet; thence South $62^{\circ}50'24''$ West, departing said Westerly limited access right of way line, 1.32 feet; thence North $66^{\circ}23'34''$ West, 25.11 feet; thence North $38^{\circ}19'39''$ West, 45.21 feet; thence South $26^{\circ}56'59''$ East, 35.71 feet; thence South $31^{\circ}21'17''$ East, 74.51 feet; thence South $20^{\circ}13'19''$ West, 53.81 feet; thence South $45^{\circ}13'19''$ West, 41.71 feet to a point lying on the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 8", recorded in Official Records Book 3213, page 2030, said Public Records; thence North $27^{\circ}09'36''$ West, along said Easterly line, 26.23 feet; thence along the Northerly line of said conservation easement the following twenty-six (26) courses: 1) South $45^{\circ}12'43''$ West, 18.50 feet; 2) South $48^{\circ}29'53''$ West, 41.77 feet; 3) South $52^{\circ}50'58''$ West, 30.55 feet; 4) South $27^{\circ}11'52''$ East, 2.62 feet; 5) South $48^{\circ}43'15''$ West, 24.37 feet; 6) North $49^{\circ}32'46''$ West, 7.95 feet; 7) South $42^{\circ}36'40''$ West, 35.86 feet; 8) South $37^{\circ}26'06''$ West, 75.32 feet; 9) South $34^{\circ}56'13''$ West, 24.35 feet; 10) South $47^{\circ}08'49''$ West, 33.20 feet; 11) South $51^{\circ}39'34''$ West, 25.42 feet; 12) South $55^{\circ}01'27''$ West, 27.22 feet; 13) South $59^{\circ}37'07''$ West, 27.68 feet; 14) South $68^{\circ}20'14''$ West, 38.75 feet; 15) South $75^{\circ}48'08''$ West, 38.22 feet; 16) South $89^{\circ}01'37''$ West, 37.33 feet; 17) South $82^{\circ}32'46''$ West, 76.96 feet; 18) South $85^{\circ}38'57''$ West, 71.50 feet; 19) North $88^{\circ}02'20''$ West, 79.71 feet; 20) North $84^{\circ}04'45''$ West, 87.30 feet; 21) North $76^{\circ}19'01''$ West, 56.76 feet; 22) North $67^{\circ}25'10''$ West, 66.47 feet; 23) North $73^{\circ}52'44''$ West, 63.10 feet; 24) South $89^{\circ}38'31''$ West, 30.17 feet; 25) South $63^{\circ}47'57''$ West, 46.62 feet; 26) North $20^{\circ}50'35''$ West, 47.77 feet; thence along the Easterly line of that certain conservation easement described as "Parcel 10 Preservation Area 7", recorded in said Official Records Book 3213, page 2030, the following twenty-three (23) courses: 1) North $37^{\circ}00'25''$ West, 171.73 feet; 2) North $20^{\circ}27'17''$ West, 36.32 feet; 3) North $27^{\circ}22'12''$ West, 41.98 feet; 4) North $25^{\circ}30'26''$ West, 119.47 feet; 5) North $51^{\circ}12'23''$ West, 108.83 feet; 6) North $43^{\circ}43'45''$ West, 93.52 feet; 7) North $26^{\circ}09'56''$ West, 72.15 feet; 8) North $12^{\circ}17'00''$ East, 29.66

feet; 9) North 06°22'44" East, 46.44 feet; 10) North 33°27'15" East, 45.47 feet; 11) North 09°55'21" East, 77.51 feet; 12) North 45°13'03" East, 99.33 feet; 13) North 32°23'44" East, 84.36 feet; 14) North 49°58'44" East, 39.87 feet; 15) North 56°43'31" East, 74.21 feet; 16) North 46°08'55" East, 111.70 feet; 17) North 17°14'31" East, 99.19 feet; 18) North 08°10'40" West, 72.51 feet; 19) North 02°55'26" East, 81.95 feet; 20) North 25°59'25" East, 74.61 feet; 21) North 04°42'14" West, 111.16 feet; 22) North 29°52'55" West, 60.63 feet; 23) South 60°07'05" West, 25.00 feet; thence North 29°53'01" West, 40.49 feet; thence North 06°02'29" West, 150.53 feet; thence North 22°39'47" West, 106.80 feet; thence North 61°50'28" West, 31.23 feet; thence North 38°11'00" West, 16.12 feet; thence North 20°24'07" West, 85.49 feet; thence North 59°09'48" West, 155.63 feet; thence North 52°33'27" West, 27.12 feet; thence North 54°21'20" West, 11.67 feet; thence South 79°07'22" West, 33.16 feet; thence South 69°15'29" West, 59.26 feet; thence North 86°29'38" West, 15.13 feet; thence South 57°32'00" West, 92.59 feet; thence along the Westerly line of that certain conservation easement described as "Parcel 10 Preservation Area 6", recorded in said Official Records Book 3213, page 2030, the following four (4) courses: 1) South 46°10'35" West, 50.84 feet; 2) South 27°48'39" West, 64.07 feet; 3) South 12°04'19" West, 90.68 feet; 4) South 09°06'38" West, 64.77 feet; thence South 81°58'02" West, 13.92 feet; thence North 54°29'58" West, 5.47 feet; thence South 81°16'20" West, 69.93 feet; thence along the Easterly and Northerly lines of that certain conservation easement described as "Parcel 10 Preservation Area 5", recorded in said Official Records Book 3213, page 2030, the following thirty-two (32) courses: 1) North 73°59'04" West, 15.63 feet; 2) South 68°02'32" West, 60.04 feet; 3) North 87°14'31" West, 82.64 feet; 4) North 61°14'45" West, 41.31 feet; 5) North 06°12'54" West, 17.68 feet; 6) North 16°12'01" West, 27.94 feet; 7) North 29°10'40" West, 30.84 feet; 8) North 41°31'38" West, 22.20 feet; 9) North 55°34'43" West, 28.66 feet; 10) North 65°32'05" West, 33.92 feet; 11) North 67°42'10" West, 57.39 feet; 12) North 68°24'29" West, 50.77 feet; 13) North 26°37'47" East, 146.63 feet; 14) North 44°57'10" East, 53.69 feet; 15) North 26°38'28" East, 53.31 feet; 16) North 51°12'21" West, 70.86 feet; 17) North 43°53'39" West, 89.03 feet; 18) North 72°47'45" West, 29.93 feet; 19) North 23°24'37" East, 79.45 feet; 20) North 59°29'05" West, 67.51 feet; 21) North 66°34'53" West, 82.84 feet; 22) North 52°13'58" West, 56.35 feet; 23) North 30°24'12" East, 21.09 feet; 24) North 25°17'36" East, 21.47 feet; 25) North 04°52'37" West, 29.79 feet; 26) North 70°29'02" East, 71.91 feet; 27) North 07°48'17" West, 86.30 feet; 28) North 36°26'21" West, 62.80 feet; 29) North 47°21'07" West, 29.49 feet; 30) South 84°47'44" West, 66.94 feet; 31) North 36°11'25" West, 69.31 feet; 32) South 89°50'42" West, 312.31 feet; thence North 22°48'01" East, departing said Northerly line, 4.77 feet; thence North 25°50'04" West, 28.41 feet to the Point of Beginning.

Containing 67.48 acres, more or less.

EXHIBIT "B"

ARTICLES OF INCORPORATION

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

OF

ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC.

(a corporation not-for-profit)

Pursuant to the provisions of Sections 617.1006 and 617.1007, Florida Statutes, ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC. ("Association"), adopts the following Amended and Restated Articles of Incorporation for the Association. These Amended and Restated Articles of Incorporation ("Articles") amend and restate the Articles of Incorporation of the Association filed on April 25, 2014 and assigned Document Number 14000004073. As these Articles were approved prior to there being any Members of the Association, these Articles were adopted by the Board of Directors of the Association.

I. NAME AND DEFINITIONS.

A. The name of this corporation shall be Arbor Mill at Oakleaf Plantation Homeowners Association, Inc. All defined terms contained in these Articles shall have the same meanings as such terms are defined by the Declaration of Covenants, Conditions, Restrictions and Easements for Arbor Mill to be recorded in the public records of Clay County, Florida (the "Declaration").

II. PRINCIPAL OFFICE AND MAILING ADDRESS.

A. The location of the corporation's principal office and its mailing address shall be 161 Hampton Point Drive, Suite 1, St. Augustine, FL 32092, or at such other place as may be established by resolution of the Association's Board of Directors from time to time.

III. PURPOSES.

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

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

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

C. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("District") Permit No. 4-109-6580-134 requirements and applicable District rules, and to assist in the enforcement of the Declaration which relates to the Surface Water or Stormwater Management System.

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

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

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

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

IV. GENERAL POWERS.

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

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

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

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

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

E. To fix assessments to be levied against all or any portion of the Property to defray expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors to enter into agreements with other associations or maintenance entities for the collection of such assessments.

F. The Association shall levy and collect adequate assessments against the Members for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

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

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

I. To borrow money and, from time to time, to make accept, endorse, execute, and issue debentures, promissory notes or other obligations of the Association for monies borrowed or in payment for property acquired, or for any other purposes of the Association, and to secure the payment of such obligations by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of or agreement in regard to all or any part of the property rights or privileges of the Association wherever situated.

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

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

V. **MEMBERS.**

A. The members ("Members") shall consist of the Declarant (as defined in the Declaration) and each Owner.

VI. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to the number of votes in the Association computed as follows:

1. The Members, other than the Declarant, who are Owners shall have one (1) vote for each Lot owned by them. The votes of Members who are Owners shall be exercised directly by such Owners or their authorized representatives.

2. The Declarant shall have the number of votes equal to the number of votes allocated to the Members other than the Declarant, plus (1) vote. The Declarant shall have such voting rights until the first to occur of: (i) three (3) months after ninety percent (90%) of the Lots in all phases of Property (including any lands which may be annexed into the Property pursuant to the Declaration) have been conveyed to Members other than builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for resale, or (ii) such earlier date as the Declarant may elect to terminate such voting rights by notice to the Association. Thereafter, the Declarant shall have one (1) vote for each Lot owned by the Declarant.

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

C. The Association will obtain funds with which to operate by assessment of the Owners in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto. Any Member who is delinquent in the payment of assessments due the Association shall be deemed to be not in good standing with the Association for the period of time that such delinquency shall continue.

VII. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board of Directors consisting of Five (5) Directors. Directors need not be Members of the Association and need not be residents of the State of Florida. The initial members of the Board of Directors shall be appointed by the Declarant.

B. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the terms of office of the elected Directors shall be established at one (1) year. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

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

Samuel B. Crozier
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

S. Kyle Winham
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

Christine Towers
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

Sarah Towers
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

Catherine Towers
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

VIII. OFFICERS.

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

President
Vice President/Secretary
Treasurer

S. Kyle Winham
Samuel B. Crozier
Christine Towers

IX. CORPORATE EXISTENCE.

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

X. BYLAWS.

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

XI. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed upon the affirmative vote of Members holding a majority of the total votes allocated to the Members pursuant to these Articles.

XII. INCORPORATOR.

The name and address of the Incorporator is as follows:

Samuel B. Crozier
161 Hampton Point Drive, Suite 1
St. Augustine, FL 32092

XIII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

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

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity as a Director or Officer of the Association or as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal thereof, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such

action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

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

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

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

XIV. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association any other corporation, partnership, association or other organization in which one or more of its Directors or Officers are Directors or Officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her vote(s) are counted for such purpose. All such contracts or transactions shall, however, be fair and reasonable and upon terms reasonable comparable to those which could be obtained in arms-

length transactions with unrelated entities. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

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

XV. DISSOLUTION OF THE ASSOCIATION.

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

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

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

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

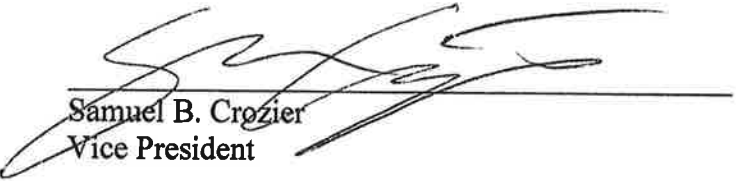
C. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation maintenance of the Surface Water or Stormwater management system must be transferred to and accepted by an entity that would comply with Section 62-330.310, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

XVI. MERGERS AND CONSOLIDATIONS.

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

pursuant to said statutes, for so long as the Declarant shall own any portion of the Property, any such merger of consolidation shall require the Declarant's prior approval.

IN WITNESS WHEREOF, the Incorporator has hereto set his hand and seal this _____ day of June, 2016.


Samuel B. Crozier
Vice President

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

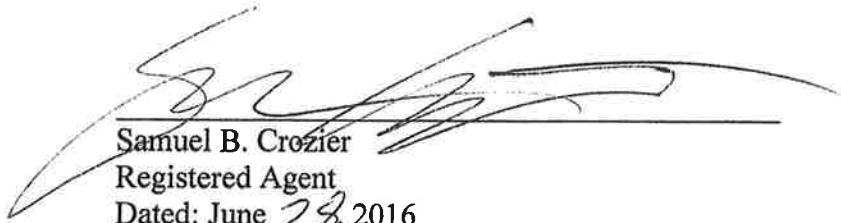
ARBOR MILL AT OAKLEAF PLANTATION HOMEOWNERS ASSOCIATION, INC., DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT 161 HAMPTON POINT DRIVE, SUITE 1, ST. AUGUSTINE, FLORIDA, 32092, HAS NAMED SAMUEL B. CROZIER, WHOSE ADDRESS IS 161 HAMPTON POINT DRIVE, SUITE 1, ST. AUGUSTINE, FLORIDA, AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA. SAID REGISTERED AGENT'S ADDRESS IS THE CORPORATION'S REGISTERED OFFICE.

ARBOR MILL AT OAKLEAF
PLANTATION HOMEOWNERS
ASSOCIATION, INC.

By: 
Samuel B. Crozier
Vice President

Dated: June 28, 2016

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


Samuel B. Crozier
Registered Agent
Dated: June 28, 2016

CFN # 2016043176, OR BK: 3892 PG: 1647, Pages 1 / 4, Recorded 8/31/2016 11:05 AM, Doc: RE
TARA S. GREEN Clerk Circuit Court, Clay County, FL Rec: \$35.50
Deputy Clerk HAMPSHIRET

Prepared by and Return to:
S. Kyle Winham, Esq.
Arbor Mill, LLC
161 Hampton Point Dr., Suite 1,
St. Augustine, FL 32092

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
OF
ARBOR MILL AT OAKLEAF PLANTATION**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (this "Amendment") is made and entered into as of August 11th, 2016 by Arbor Mill LLC, a Florida limited liability company as the "Declarant".

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants and Restrictions of Arbor Mill at Oakleaf Plantation (the "Declaration"), dated June 27th, 2016 and recorded on June 29th, 2016, in the Official Records Book 3872 Pages 679-758 of the Official Records Clay County, Florida.

WHEREAS, the Declarant has the right to amend the Declaration and this right is defined in Article 10.11.1 of the Declaration.

WHEREAS, Declarant desires to amend the Declaration as hereinafter set forth.

NOW, THEREFORE, the Developer hereby amends the Declaration in accordance with the following:

1. **Recitals.** The foregoing recitals are true and corrected and are incorporated herein by reference.
2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Declaration.
3. **Article 1.** Article 1 is hereby amended by adding the following section:

"1.24 **Builders.** Any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a House thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such House to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction

services, and (iii) is approved by the Declarant in writing as a Builder. The term "Builders" shall collectively mean to all persons or entities meeting the definition of "Builder" as provided herein. LENNAR HOMES, LLC, a Florida limited liability company ("Lennar"), is each hereby approved by the Declarant as a "Builder."

4. **Article 3.** Article 3, Section 3.3.2 is deleted and its entirety and replaced with the follow:

"3.3.2 Class B. The Class B Member shall be the Declarant, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when the Declarant has conveyed ninety percent (90%) of the Lots to Owners other than Builders, or when the Declarant, in its sole discretion, elects to terminate its Class B Membership, whichever shall occur first. Upon termination of its Class B Membership, the Declarant shall be a Class A Member so long as it owns any Lots"

5. **Article 7.** Article 7 is hereby amended by adding the following section:

"7.5 **Exemption.** Notwithstanding anything to the contrary contained herein, or in the Architectural Control and Design Guidelines for Arbor Mill, any improvements of any nature made or to be made by Builders, including without limitation, improvements made or to be made to any Lot or House, shall not be subject to the review of the NCC, MC, the Association, or the provisions this Declaration or the Architectural Control and Design Guidelines for Arbor Mill. The Declarant reserves the right to approve Builder's plans and specifications for Lots and Houses pursuant to a separate agreement and approval process between the Declarant and any applicable Builder."

6. **Article 8.** Article 8 is hereby amended by adding the following section:

"8.27 **Builders Exempt.** This Declaration shall not be applied in a manner that would adversely affect the interests of Builders. Without limiting the foregoing, Builders and/or their assigns, shall have the right to: (i) develop and construct Lots, Houses and related improvements within the Property, and make any additions, alterations, improvements, or changes thereto all in compliance with Builder's plans and specifications; (ii) maintain sales offices (for the sale and re-sale of residential dwellings) and general sales offices and construction operations within the Property; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Property for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of Lots, Houses and related improvements; (v) post, display, inscribe or affix on any Lot owned by a Builder, or other portions of the Property, signs and other materials used in developing, constructing, selling or promoting the sale of Lots and Houses; and (vi) undertake all activities which are necessary or convenient for the development and sale of any lands and

improvements owned by a Builder within the Property. All provisions of this Declaration in conflict with this Section shall be deemed inoperative as to a Builder.”

7. **Article 9.** Article 9 is hereby amended by adding the following section:

“9.7 **Development Easement.** In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of Builders, over, upon, across, and under the Property as may be required in connection with the development of Lots and Houses and to promote or otherwise facilitate the development, marketing, construction, and sales of Lots and Houses. Without limiting the foregoing, the Declarant specifically reserves for itself, and creates an easement in favor of the Builders, for the right to use all paved roads and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any improvements constructed or installed by the Declarant and/or Builders. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant and Builders have the right to use all portions of the Common Area in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model residential dwellings, installing signs and displays, holding promotional parties and events, and using the Common Area for every other type of promotional or sales activity that may be employed in the marketing of residential dwellings. The easements created by this Section, and the rights reserved herein in favor of Declarant and Builders, shall be construed as broadly as possible.”

8. **Article 10.** Article 10 is hereby amended by adding the following section:

“10.11.3 Notwithstanding any other provision of this Declaration, the Articles or the Bylaws to the contrary, no amendment to this Declaration, the Articles or the Bylaws shall affect the rights of Builders unless such amendment receives the prior written consent of the affected Builder(s), as applicable, which consent may be withheld for any reason whatsoever.”

9. **Article 10.** Article 10 Section 14 is hereby deleted in its entirety and replaced with the following:

“10.14 **Florida Law.** Whenever this Declaration refers to Florida Statutes or Florida Law, it shall be deemed to refer to the Florida Statutes and Florida Law as it exists and is effective on the date this Declaration is recorded in the Public Records of Clay County, Florida, except to the extent provided otherwise in this Declaration as to any particular provision of the Florida Statutes.”

10. **Full Force and Effect.** The Declaration, as hereby amended, is hereby ratified per the terms of the Declaration and remains in full force and effect.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, do hereby make this Declaration of Covenants, Conditions, Restrictions, and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

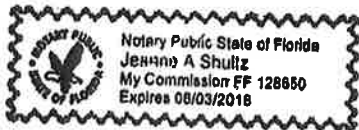
Signed, sealed and delivered in the presence of:

[Signature]
Print Name: JEANNE SHULTZ
[Signature]
Print Name: JEANNE SHULTZ

ARBOR MILL LLC,
a Florida limited liability company
By: [Signature]
Name: S. Kyle Winham
Its: President

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me this 25th day of AUGUST, 2016, by S. KYLE WINHAM, the PRESIDENT, of Arbor Mill LLC, a Florida Limited Liability Company, on behalf of the company.



[Signature]
(Print Name JEANNE SHULTZ)
NOTARY PUBLIC
State of Florida at Large
Commission # 128650
My Commission Expires: 08/03/2018
Personally Known or Produced I.D.
Type of Identification Produced _____