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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR LAUREL OAKS**

ARTICLE I. DEFINITIONS..... 1

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO..... 3

Section 1. Legal Description..... 3

Section 2. Platting and Subdivision Restrictions 3

Section 3. Additions or Withdrawal of Property 3

ARTICLE III. PROPERTY RIGHTS..... 3

Section 1. Owners’ Easements Of Enjoyment..... 3

ARTICLE IV. LAUREL OAKS HOMEOWNERS ASSOCIATION..... 4

Section 1. Membership..... 4

Section 2. Voting 4

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS 5

Section 1. Creation Of The Lien And Personal Obligation For The Assessments 5

Section 2. Purpose Of Assessments 5

Section 3. Determining Amount of Assessments..... 6

Section 4. Uniform Rate of Assessments 6

Section 5. Date Of Commencement Of Annual Assessments: Due Dates..... 6

Section 6. Duties Of The Board Of Directors 6

Section 7. Special Assessments..... 6

Section 8. Effect Of Non-Payment Of Assessment: The Lien; Remedies of Association 7

Section 9. Assessments Payable by Declarant; Declarant Subsidies 7

Section 10. Declarant’s Option to Fund Budget Deficits..... 8

Section 11. Subordination of the Lien To Mortgages 8

Section 12. Exempt Property..... 8

Section 13. Allocation and Apportionment..... 9

ARTICLE VI. EXTERIOR MAINTENANCE 9

Section 1. Exterior Maintenance 9

Section 2. Assessment of Cost 9

Section 3. Access At Reasonable Hours 9

Section 4. Delegation 10

ARTICLE VII. LAUREL OAKS ARCHITECTURAL CONTROL..... 10

Section 1. Review and Approval..... 10

Section 2. Architectural Review Board..... 10

Section 3. Powers and Duties of the ARB..... 11

Section 4. Limited Liability..... 12

ARTICLE VIII. USE RESTRICTIONS..... 12

Section 1. Enforcement 12

Section 2. Residential Use..... 13

Section 3. Homes Owned by Entities or Unrelated Persons 13

Section 4. Nuisances..... 14

Section 5. Parking, Vehicular Restrictions and Sidewalks 14

Section 6. No Improper Use 15

Section 7. Leases 15

Section 8. Animals and Pets 16

Section 9. Additions and Alterations..... 17

Section 10. Increase in Insurance Rates 17

Section 11. Slopes and Trees..... 17

Section 12. Signs 17

Section 13. Trash and Other Materials..... 18

Section 14. Solar Heating Equipment 18

Section 15. Temporary Structures 18

Section 16. Oil and Mining Operations..... 18

Section 17. Sewage Disposal..... 18

Section 18. Water Supply 19

Section 19. Lake Maintenance and Use 19

Section 20. Surface Water or Stormwater Management System 19

Section 21. Pedestrian School Access..... 20

Section 22. Restrictions, Covenants Running with the Land 21

Section 23. Remedies for Violation 21

Section 24. Fences 21

Section 25. Antennae..... 22

Section 26. Improvements..... 22

Section 27. Flags 23

Section 28. Garages 23

Section 29. Yard/Garage Sales 23

Section 30. Hurricane Shutters 23

Section 31. Declarant Exemption..... 23

ARTICLE IX. PLANNED DEVELOPMENT 24

Section 1. No Re-subdividing or Rezoning..... 24

Section 2. Declarant Rights..... 24

ARTICLE X. RIGHTS AND EASEMENTS RESERVED BY DECLARANT 24

Section 1. Utilities 24

Section 2. Drainage 24

Section 3. Future Easements 25

Section 4. Easements for Maintenance Purposes 25

Section 5. Community Systems and Services 25

Section 6. Model Homes 26

Section 7. Reservation..... 26

ARTICLE XI. RIGHTS GRANTED BY DECLARANT 26

Section 1. Laurel Oaks Roadways and Parking Areas 26

ARTICLE XII. GENERAL PROVISIONS 26

Section 1. Duration..... 26

Section 2. Notices..... 27

Section 3. Enforcement 27

Section 4. Dispute Resolution 27

Section 5. No Liability For Acts of Others 31

Section 6. Security..... 31

Section 7. View Impairment..... 31

Section 8. Notices and Disclaimers as to Signal Reception..... 32

Section 9. Construction Activities..... 32

Section 10. Natural Conditions 32

Section 11. Severability..... 33

Section 12. Effective Date..... 33

Section 13. Delegation of Services/Management..... 33

Section 14. Amendment 33

Section 15. Effect of Declaration 33

Section 16. Limited Liability..... 33

Section 17. Consent of Declarant 34

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAUREL OAKS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAUREL OAKS (“**Declaration**”) is made this 3 day of March, 2021 by RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership (“**Declarant**”).

RECITALS:

A. WHEREAS, Declarant is the owner of that certain real property located in unincorporated Clay County, Florida, being more particularly described in **Exhibit “A”** attached hereto and incorporated herein, and known as Laurel Grove Estates as depicted in that certain Plat of Laurel Grove Estates, recorded in Plat Book 64, Pages 12 through 15, inclusive, Public Records of Clay County, Florida (the “**Property**”); and

B. WHEREAS, the Declarant desires for the Property to be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS THAT:

IN CONSIDERATION of the covenants contained herein, the Declarant hereby establishes, declares and prescribes herein that the Property shall hereafter be owned, held, transferred and conveyed subject to the covenants, conditions and restrictions hereinafter set forth which shall apply, as to covenants and restrictions, and be covenants running with title to the Property and shall be binding upon the owners of the Property, their respective heirs, personal representatives, successors and assigns for the benefit of the owners of the Property, Laurel Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, and where specified, but not otherwise, the Declarant, its successors and assigns. Every owner of the Property, present and future, or any part thereof (by acceptance of a deed therefore, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall hereinafter be deemed to covenant and to comply with, abide by and be bound by the terms of this Declaration of Covenants, Conditions and Restrictions for Laurel Oaks.

ARTICLE I. DEFINITIONS

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

(a) “Association” shall mean and refer to Laurel Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, the By-Laws and the Articles of Incorporation of which are attached hereto and incorporated herein as **Exhibits “B” and “C”**, respectively. This is the Declaration of Covenants, Conditions and Restrictions for Laurel Oaks to which the Articles of Incorporation and By-Laws of the Association make reference. These documents are sometimes referred to collectively herein as the “**Governing Documents**”.

(b) “Common Area” shall mean and refer to all real and/or personal property which the Association and/or the Declarant owns for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of Laurel Oaks which the Association and/or the Declarant have an interest for the common use and enjoyment of the members of the Association, including without limitation, a right of use (such as but not limited to, easements for surface water collection and retention and pedestrian school access). The use of the Common Area shall be restricted to landscaping, entry features, directional graphic system, drainage/surface water management, landscape medians, security, safety, bicycle paths, parking, project lighting, a school access path and recreational purposes or any other use to which a majority of the membership of the Association may accede. Notwithstanding the forgoing, the Declarant shall have the absolute right, at its sole discretion, to modify any of aforementioned improvements located on Lots in its ownership.

(c) “Declarant” shall mean and refer to Richmond American Homes of Florida, LP, a Colorado limited partnership, or its successors or assigns, if any such successor or assign acquires any undeveloped portion of Laurel Oaks from the Declarant for the purpose of development and is designated as such by Declarant in an instrument recorded in the Public Records of Clay County, Florida.

(d) “Declaration” shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Laurel Oaks as recorded in the Public Records of Clay County, Florida, as the same may be amended from time to time.

(e) “District” shall mean and refer to the St. Johns River Water Management District.

(f) “District Permit” shall mean and refer to the Environmental Resource Permit or Stormwater Management Permit issued with respect to the Property by the St. Johns River Water Management District as Permit No. 159160-1 dated December 19, 2019, a copy of which is attached hereto as **Exhibit “D”**, as may be modified from time to time with the approval of the District.

(g) “Laurel Oaks” or “Property” shall mean and refer to that certain real property as described in **Exhibit “A”** attached hereto and such additions thereto as may be made in accordance with the provisions of Article II of this Declaration.

(h) “Lot” shall mean and refer to any parcel of the Property in Laurel Oaks, together with any and all improvements thereon, whether or not platted in the Public Records of Clay County, Florida on which a Single-Family Unit could be constructed, whether or not one has been constructed.

(i) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property subject to this Declaration, including contract sellers (but not contract purchasers) and the Declarant.

(j) “Single-Family Unit” shall mean and refer to any improvements located upon the Property intended for use and designed to accommodate a single-family dwelling, including, without limitation, any single-family detached dwelling, for which a certificate of occupancy has been obtained or any such Single-Family Unit planned to be constructed on the Property.

(k) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the unincorporated Clay County, Florida and is legally described on **Exhibit "A"** attached hereto, all of which real property shall hereinafter be referred to as the "Property."

Section 2. Platting and Subdivision Restrictions. The Declarant, its successors and assigns, shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 3. Additions or Withdrawal of Property. The Declarant may, but shall have no obligation to, add at any time or from time to time to the scheme of this Declaration as additional lands any part or parcel of the real property located contiguous to Property subjected to this Declaration (for purposes of this Declaration, property separated by public or private rights-of-way, water bodies or open landscaped areas shall be deemed contiguous).

The Declarant's right to so add or withdraw land shall be provided only that (a) upon addition of any lands to the scheme of this Declaration, the Owners of Property therein shall be and become subject to this Declaration, including assessment by the Association for their pro-rata share of the Association expenses, and (b) the addition or withdrawal of lands as aforesaid shall not, without the joinder or consent of a majority of the Members of the Association, materially increase the pro-rata share of the Association expenses payable by the Owners of the Property subject to this Declaration prior to such addition or remaining subject hereto after such withdrawal. The addition or withdrawal of lands as aforesaid shall be made and evidenced by filing in the Public Records of Clay County, Florida supplementary declarations with respect to the lands to be added or withdrawn. The Declarant, its successors and assigns, reserves the right to so amend and supplement this Declaration, without the consent or joinder of the Association or of any Owner and/or mortgagee of Property in Laurel Oaks. However, nothing herein shall be construed as restricting Declarant's right to use any land, described in this section, which has not yet been added, or which has been withdrawn from the scheme of this Declaration, for any lawful use whatsoever.

ARTICLE III. PROPERTY RIGHTS

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

(a) the right of the Declarant or the Association (in accordance with its Articles and By-Laws), whichever holds title to the Common Area at the time, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said properties, subject to the easement of use and enjoyment granted herein;

(b) the right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

(c) the right of the Association, with the consent of the Declarant, to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility;

(d) all provisions of this Declaration, any zoning ordinance for the Property, any plat of all or any part of the Property, restrictions contained on any and all plats of all or any part of the Common Area or filed separately, and the Articles and By-Laws of the Association;

(e) rules and regulations governing use and enjoyment of the Common Area adopted by the Association, including reasonable admission charges if deemed appropriate for each Common Area parcel; and

(f) easements, restrictions and other matters referenced in Articles VIII and X hereof.

ARTICLE IV. LAUREL OAKS HOMEOWNERS ASSOCIATION

Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot, including the Declarant at all times as long as it owns all or any part of the Property which may become subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. Voting. The Association shall have two (2) classes of voting membership:

(a) Class A Members shall be all Owners of Single-Family Units and/or Lots, with the exception of the Declarant (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such member.

(b) Class B Member. The Class B Member shall initially be the Declarant, Richmond American Homes of Florida, LP, a Colorado limited partnership, who shall be entitled to eight (8) votes for each Lot and/or Single-Family Unit owned by the Declarant. The Class B Member will also include any successors or assigns of the named Class B Member if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership for Single-Family Units on the happening of any of the following events: ("**Turnover**"):

(1) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant;

(2) In accordance with the turnover rules or requirements of the Act (if sooner than (1) above); or

(3) Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

Once more than fifty percent (50%) of the Lots have been conveyed to members of the Association other than the Declarant, Class A Members other than the Declarant shall be entitled to elect at least one (1) member of the Association's board of directors (the "Board").

All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant may elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation Of The Lien And Personal Obligation For The Assessments. The Declarant, for each Lot owned by it within Laurel Oaks, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association: (1) any annual assessments or charges (including assessments for reserves), (2) any special assessments for capital improvements or major repair, and (3) exterior maintenance assessments (as set forth hereafter); such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon as provided in Article V, Section 3 hereof, costs of collection thereof (including attorneys' fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment.

Section 2. Purpose Of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Owners of the Property within Laurel Oaks and in particular for the improvement and maintenance of the Common Area and property to be conveyed to the Association as Common Area and common services for the benefit of Owners of the Property, including, but not limited to, the cost of lake and, Surface Water or Stormwater Management System maintenance and repairs, school pedestrian access, recreational facilities, security, street lighting, signage, reserves for future capital improvements, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it.

Section 3. Determining Amount of Assessments. The total anticipated operating expenses for each calendar year shall be set forth in the budget (“**Budget**”) prepared by the Association’s Board as required under the Articles and By-Laws of the Association. Each Lot shall be assessed its *pro rata* portion of the total anticipated operating expenses and reserves, which shall be the “Individual Assessment” as to each Lot. Notwithstanding anything in the Articles and/or By-Laws of the Association to the contrary, any Assessment for legal fees incurred by the Association for lawsuits shall be deemed an operating expense which is properly the subject of Special Assessment and not the subject of an Individual Assessment so long as approved pursuant to Section 6 of Article V, except the legal fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to this Declaration, the Articles and By-Laws of the Association or the enforcement of the use and occupancy restrictions contained in this Declaration, the Articles of Incorporation and By-Laws of the Association.

Section 4. Uniform Rate of Assessments. All regular and special assessments shall be at a uniform rate for each Lot.

Section 5. Date Of Commencement Of Annual Assessments: Due Dates. The annual assessments provided for herein on the date (which shall be the first day of a month) fixed by the Board shall be the date of commencement. The annual assessments shall be payable in advance, in periodic installments if so determined by the Board. The due date of any special assessment or exterior maintenance assessment hereof shall be fixed in the resolution authorizing such assessment.

Section 6. Duties Of The Board Of Directors. The Board shall fix the date of commencement and the amount of the assessment for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Property and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing of the date of commencement and the amount thereof. The Board may cooperate with any commercial or residential property owners’ association in any area of the Property in the collection of assessments. The assessments provided for herein may be collected for and remitted to the Association by any such other association as the Board of Directors may, in its discretion, deem expedient and appropriate. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Special Assessments. In addition to the regular annual assessment authorized by Article V, Section 3 hereof, the Board may levy in any assessment year a special assessment applicable to that year only, for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Areas, including the necessary fixtures, landscaping, signage and personal property related thereto;

(b) For additions to the Common Areas, including but not limited to installation of capital improvements such as security card gates systems and master graphics and signage for Laurel Oaks;

(c) To provide for the necessary services and the facilities and equipment to offer the services authorized herein; and

(d) To repay any loan made to the Association to enable it to perform the duties and functions authorized herein, whether such loan shall be made in the year of such assessment or any prior year.

Such special assessment before being charged must have received the consent of a majority of the Board of Directors of the Association.

Section 8. Effect Of Non-Payment Of Assessment: The Lien; Remedies of Association. The lien of the Association upon a Lot shall be effective from and after recording in the Public Records of Clay County, Florida a claim of lien stating the description of the Lot, or legally definable portion thereof encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the maximum rate permissible by law and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) or legally definable portion thereof, in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including all reasonable attorneys' fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of action.

Section 9. Assessments Payable by Declarant; Declarant Subsidies. Each Owner acknowledges and agrees that because Individual Assessments and Special Assessments are allocated based on the formula set forth in Article V, Section 3 above, it is possible that the Association may collect more or less than the amount budgeted for operating expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Assessments for the Lots owned by Declarant in the same manner as other Owners, (ii) subsidize the Budget of the Association as provided below by making voluntary contributions or loans in amounts determined by Declarant, in Declarant's sole discretion, and/or (iii) to be excused from payment of its share of assessments related to its Lots if Declarant elects to deficit fund the amount of Individual Lot Assessments as provided in Section 10 of this Article V below.

During the period of time that Declarant is offering Single-Family Units for sale in Laurel Oaks and/or based on the number of Single-Family Units owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by either: (i) subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant, or (ii) lending money to the Association in amounts determined by Declarant. The amount of any such voluntary contributions or loan may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, to lend money to the Association, the amount of any such voluntary contribution or loan, the discontinuance and/or recommencement of any such voluntary contributions or loan shall all be made by Declarant, in Declarant's sole discretion, and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions or loan. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget or loans and thus lower the Assessments payable by the Owners that would otherwise be higher based on the operating expenses of the Association.

Section 10. Declarant's Option to Fund Budget Deficits. To the extent permitted by Florida law, until the Association turnover date ("**Turnover Date**"), Declarant, its successors or assigns, may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, and excluding Special Assessments arising as a result of any unusual loss or liability.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the Association Turnover Date, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner.

Declarant's obligation to deficit fund is not a guarantee of the Assessments as contemplated by Section 720.308, Florida Statutes.

Section 11. Subordination of the Lien To Mortgages. The lien of the assessments provided for herein or in any other provisions of this Declaration shall be subordinate to the lien of any first mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such portion of the Property, pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. No sale or transfer shall relieve any portion of the Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Declarant or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 12. Exempt Property. The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge and lien created herein provided

that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) As Common Area, as defined in Article I hereof; and
- (c) As property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Section 13. Allocation and Apportionment. The Board of Directors of the Association shall not be required to allocate or apportion the funds collected by it or the expenditures therefrom between or among owners of the Property, nor shall the Board be required to allocate or apportion the funds collected pursuant to this Declaration or expenditures therefrom between the various purposes specified in this Declaration. The judgment of the Board as to the expenditure of said funds shall be final. The funds collected may be expended for the mutual benefit of the Members of the Association at the discretion of the Board of Directors of the Association.

ARTICLE VI. EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association may, at the option of the Board of Directors, provide certain routine exterior maintenance upon any Lot to maintain a uniform high quality appearance of the Property and to preserve the value, quality and beauty of the Property, including maintenance of trees, shrubs, grass, yards and other similar items.

Section 2. Assessment of Cost. The cost of maintenance performed by the Association as provided in Section 1 above shall be assessed against the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned among the Lot(s) involved by the Board of Directors, as they shall deem appropriate. The exterior maintenance assessments shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien against the Property and obligation of the Owner(s) and shall become due and payable in all respects, together with interest and fees for costs of collection, as provided for the other assessments of the Association. The Board of Directors when establishing the annual assessment against each Lot for any assessment year may add thereto the estimated cost of the exterior maintenance for that year and may thereafter make such adjustment as is necessary to reflect the actual cost thereof.

Section 3. Access At Reasonable Hours. For the purpose of performing the duties authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any portion of the Property at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as is practically affordable under the circumstances.

Section 4. Delegation. The Association may enter into agreements with other persons or entities to provide for the maintenance, upkeep and repair of any of the Common Areas, Maintenance Areas or any other property which the Association has the obligation to maintain, upkeep and repair under this Declaration. Declarant shall have the authority to require that the Association engage a property management agent to manage the Property and all financial accounts related to the Association. Notwithstanding the foregoing, Declarant reserves the right to assume all property management responsibilities for the Property and to reject any bid for services, both at its sole discretion.

ARTICLE VII. LAUREL OAKS ARCHITECTURAL CONTROL

Section 1. Review and Approval. Other than the improvements constructed upon the Property by the Declarant, no structure or improvement, including without limitation, landscaping and landscaping devices, buildings, fences, walls, signs, site paving, grading, parking and building additions, alterations, screen enclosures, decorative building features, viewing piers, aerials, antennae, bulkheads, sewers, drains, disposal systems or other structures, improvements or objects shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition to or change or alteration thereof be made until the plans, specifications and locations of the same shall have been submitted to and approved in writing as to harmony of external design, location in relation to surrounding structures and topography and conformance with architectural planning criteria, as established by the Board of Directors of the Association from time to time, or by the applicable architectural control committee thereof, in accordance with the provisions of the By-Laws of the Association. The approval or disapproval of the Association shall be dispositive and shall take precedence over the approval, if any, of any property owner's association for the area in which any such portion of the Property is located. All Owners shall be required to obtain Architectural Review Board approval (or Board approval, if applicable) for the aforementioned structures and improvements prior to submitting plans for such structures and improvements to Clay County or other applicable governmental agency.

Section 2. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in Laurel Oaks. Members of the ARB not appointed by Declarant shall be appointed by and serve at the pleasure of the Board of Directors of the Association. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation or other termination of service of any member thereof shall be filled by the Board of Directors; provided, however, that the Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by the Declarant.

Section 3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the architectural planning criteria. Any modification or amendment to the architectural planning criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed at which a quorum is present and voting.

(b) To require submission to the ARB of three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object, or other improvement, the construction or placement of which is proposed upon any of the Property signed by the Owner thereof and contract vendee, if any. The ARB shall also require submission of samples of building materials proposed for use on the Property and may require such additional information as may reasonably be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria.

(c) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, site paving, grading, parking, building addition, screen enclosure, viewing pier, sewer, drain, disposal system, decorative building feature, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. The ARB shall have forty-five (45) days from receipt of complete sets of plans and specifications, as set forth more fully in subsection (b) above, to either approve, deny or require changes to the plans and specifications. If the ARB does not provide written notice of approval, denial or requirement for changes to the plans and specifications within said 45-day period, the plans and specifications shall automatically be deemed denied. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within forty-five (45) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive as to Association approval or denial.

(d) To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications, if any, upon which such change, modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the improvements or structure to be restored to comply with the plans and specifications originally approved by the ARB and shall bear all costs and expenses of such restoration, including costs and expenses of such restoration, and costs and reasonable attorneys' fees of the ARB.

(e) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. Any such fees not paid when due shall constitute a lien upon the Lot, enforceable in accordance with the provisions of Article V hereof.

Section 4. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant, the Association or the ARB contemplated under this Article, neither the Declarant, the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Declarant, the Association or the ARB.

ARTICLE VIII. USE RESTRICTIONS

All of the Property shall be held, used and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article VIII, Section 30 below:

Section 1. Enforcement. Failure of an Owner to comply with any limitations or restrictions in this Declaration, the Articles or By-Laws of the Association with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all legal fees incurred by the Association in connection with the enforcement of this Declaration, the Articles or By-Laws of the Association or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such legal fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot with the same force and effect as a lien for operating expenses.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use the Common Area of the Association and facilities; may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with this Declaration, the Articles or By-Laws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the

spouse, parent, child, brother or sister of an officer, director or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

(b) Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

(c) Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

(d) Fines. A fine shall be treated as an assessment subject to the provisions of the collection of assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

(e) Failure to Pay Assessments. Notice and hearing as provided in subparagraphs (a) and (b) above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

(f) Access. Suspension of use rights to Property of the Association shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from such Lot, including, but not limited to, the right to park.

Section 2. Residential Use. The Single-Family Units shall be for residential use only. No commercial occupation or activity may be carried on in Laurel Oaks except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. No Lot shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any internet-based or other short-term rental program (such as AirBNB, VRBO or Home Away) or any similar business or activity involving rentals of the Lots for periods of less than six (6) months. A residence is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. Homes Owned by Entities or Unrelated Persons. It is the intention that Single-Family Units be occupied for residential use. In the event an entity owns a Single-Family Unit, the entity shall notify the Association in writing with the names of the family members who shall occupy the Single-Family Unit. In the event the Owners of the Single-Family Unit are unrelated either through blood or marriage, they shall be permitted to occupy the Single-Family Unit provided they live as a single housekeeping unit. No Single-Family Unit may be used as a rooming house, hostel or hotel. Timesharing or other arrangements involving more than three (3) ownership interests in a Lot (including ownership by more than three (3) persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) months' duration, are prohibited.

Section 4. Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Single-Family Units, or on any portion of Laurel Oaks nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Property which is a source of annoyance to Owners or occupants of Single-Family Units or which interferes with the peaceful possession or proper use of the Single-Family Units, or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Single-Family Units, or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. Parking, Vehicular Restrictions and Sidewalks. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot. Parking in community roadways shall be subject to regulations of the Association and Clay County. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Single-Family Unit with the garage door closed) or restorations of any motor vehicle, boat, trailer or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Single-Family Unit located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on Laurel Oaks's Property unless they are licensed, registered and insured. Specifically, any motorcycle, moped or motorized scooter used in Laurel Oaks may only be driven by a licensed driver and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Section 316.003(83), Florida Statutes; and any other bona-fide "assistive technology devices" as defined in Section 427.802(1), Florida Statutes; and any special mobile equipment as defined under Section 316.003(48), Florida Statutes, provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

Section 5.1 Sidewalks. Any Owner developing or constructing a Single-Family Unit as an initial improvement on a Lot shall construct any sidewalk on such Lot in accordance with the subdivision construction plans submitted to and approved by the applicable government. Such sidewalk shall be completed prior to the issuance of a certificate of occupancy for the Single-Family Unit.

Section 6. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Single-Family Unit nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the

Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Single-Family Unit or Lot shall be corrected by, and at the sole expense of the Owner of said Single-Family Unit and/or Lot.

Section 7. Leases. No portion of a Single-Family Unit (other than an entire Single-Family Unit) may be rented. All leases must be in writing and shall have a term of no less than six (6) months. No Owner may lease his or her Single-Family Unit more than two (2) times in any 12-month period, even if a tenant defaults on a lease or abandons the Single-Family Unit before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said six (6) months, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Single-Family Units owned or leased by Declarant, its affiliates or persons Declarant approves, in connection with their development, construction or sale of property in Laurel Oaks. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the By-Laws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Single-Family Units. The Owner of a leased Single-Family Unit shall be jointly and severally liable with such Owner's tenant for compliance with this Declaration, the Articles and the By-Laws and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Single-Family Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Single-Family Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenant(s) in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Single-Family Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant(s). All sums received from the tenant shall be applied to the Owner's account for the leased Single-Family Unit according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any

provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

Section 7.1 Lease Registrations. Owners shall obtain lease registration from the Declarant or Association before renting a Single-Family Unit. Registrations will be limited to no more than twenty percent (20%) of the total number of Single-Family Units within Laurel Oaks (excluding Single-Family Units owned by the Declarant, if any). No additional lease registrations (except for hardship leases as hereinafter provided) shall be issued until the number of outstanding lease registrations falls below twenty percent (20%). For the purposes of this subparagraph, an Owner may seek to lease on a hardship basis by applying to the Declarant, and following Turnover, to the Board, for a hardship lease registration, which the Declarant or Board in its discretion shall have the authority to issue or deny. For the purposes herein, "hardship" shall include, but not be limited to, the following situations: (i) an Owner must relocate his or her residence outside the Clay County area and cannot sell the Single-Family Unit except at a price below the current market value, after having made reasonable efforts to do so; (ii) where the Owner dies and the Single-Family Unit is being administered by his or her estate; and (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit.

Section 8. Animals and Pets. Each Single-Family Unit is permitted to have three (3) domestic household pets (i.e., dogs and cats) without the prior written approval of the Board. The restriction on the number of pets shall not apply to birds and fish. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Single-Family Unit or fenced-in area. No pet shall be kept tied up outside of a Single-Family Unit or in any screened porch or patio, unless someone is present in the Single-Family Unit. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9. Additions and Alterations. No Single-Family Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or

alteration to the exterior of such Owner's Single-Family Unit, including, without limitation, the painting, staining or varnishing of the exterior of the Single-Family Unit, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the ARB as set forth in Article VII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 10. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11. Slopes and Trees. No Owner may engage in any activity which will change the slope or drainage of a Lot, including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the ARB. No Owner may alter the slopes, contours or cross-sections of the retention areas or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 12. Signs. No signs, flags (other than those in this Article VIII, Section 12 of this Declaration), banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Lot and/or Single-Family Unit. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Single-Family Unit for sale or lease shall be permitted to be displayed on that Lot, but only after Declarant is no longer selling any Lot and/or Single-Family Unit within the Property in the ordinary course of business and such sign has first been approved by the ARB. The ARB shall have the authority to adopt rules and regulations regarding the appearance, size, display and any other details regarding for sale signs and/or for rent signs. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed on any vehicle on the Property, other than those permitted under other sections of this Declaration. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind (other than the one (1) sign used in connection with the marketing of the Lot for sale or lease after Declarant is no longer selling any Unit within the Property in the ordinary course of business as described in this Article VIII, Section 12) shall be displayed and/or placed in the interior of any Single-Family Unit so that it is visible from the exterior of that Single-Family Unit (as an illustration, but not a limitation, placing a sign in the window of the Single Family Unit so that it is visible from the sidewalks, streets or adjacent Lots within the Property). Declarant and/or the Association may enter upon any Single-Family Unit and remove and destroy any object which violates this Article VIII, Section 12. This Article VIII, Section 12 shall not apply to Declarant or to any builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures and/or materials prior to installing any structures and/or materials, such approval to be granted or denied by Declarant in Declarant's sole discretion. This provision may not be amended without the prior written consent of Declarant.

Section 13. Trash and Other Materials. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Lots and/or Property of the Association, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Property of the Association or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard).

Section 14. Solar Heating Equipment Solar heating equipment of any type may not be installed, placed, built, constructed and/or mounted without the prior written consent of the ARB. In addition, no solar heating equipment will be permitted on the ground, and no solar heating equipment will be permitted on any roof areas that constitute part of the front elevation of a Lot and/or a side elevation of a Lot that is readily visible from any adjacent street or any other Lot.

Section 15. Temporary Structures. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers, and port-o-lets to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of Laurel Oaks or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 16. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 17. Sewage Disposal. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof.

Section 18. Water Supply. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 19. Lake Maintenance and Use. The right to pump or otherwise remove any water from the lakes and ponds now existing or which may hereafter be constructed either within Laurel Oaks or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes shall require the written consent of the Declarant. The Declarant shall have the sole and absolute right to control the water level of all lakes and to

control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes. After the Declarant turns over control of the Association, the Association shall have the rights set forth in the preceding two sentences. Community lakes and ponds shall be part of the Common Area and shall be owned and maintained by the Association.

Section 20. Surface Water or Stormwater Management System. The provisions of this Article VIII, Section 20 are included for purposes of complying with various requirements of the District. In the event of any conflict between any provision of this Section and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Section will prevail. Furthermore, if so required by the District, the Declarant may amend this Section as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee or the Association.

(a) Maintenance. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System, perform all maintenance responsibilities for any wetland areas and/or upland buffers located, meet all conditions of the District Permit, and successfully conduct all mitigation and/or monitoring responsibilities with respect to wetland areas and/or upland buffers located in, under, on, upon, through and/or across the Property, at Association's sole cost and expense. 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 or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation pursuant to District permits, rules and regulations, both prior to and following the Declarant's turnover of Association control to the Owners. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be permitted, or if modified as approved by the District. The Surface Water or Stormwater Management System, including any easements that may be components thereof, constitutes Common Area of the Association. The Association shall comply with the District Permit and all responsibilities assumed thereunder, all at Association's sole cost and expense. No Owner shall utilize, in any way, any of the drainage improvements within the Property and incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association and the ARB.

(b) Amendments. Any amendment proposed to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition within the Property, including environmental conservation areas and the water management portions of the common areas, must be submitted to the District for a determination of whether the amendment necessitates and modification of the environmental resource permit. If a modification is necessary, the District will so advise the permittee. The amendment affecting the Surface Water or Stormwater Management System may not be finalized until any necessary permit modification is approved by the District or the Association is advised that a modification is not necessary.

(c) Enforcement. The District shall have the right to take enforcement action, including by a proceeding at law or in equity, against the Association to compel it to correct any

outstanding problems with the Surface Water or Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

(d) Water Management District Permit. The District Permit and its conditions are attached hereto as Exhibit "D". In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association to the extent that same are not maintained in the records of the Association.

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

(f) Additional Property. The Association or the Declarant has the power to accept into the Association additional properties that will utilize the same Surface Water or Stormwater Management System within the Property, as more particularly described above.

Section 21. Pedestrian School Access. The Property includes potential pedestrian access from the recreational park to the adjacent Doctors Inlet Elementary School, which access is subject to approval by the Clay County School District ("**School District**"). The specific location will be coordinated between the Association and the School District, at which time Owners and residents of Lots within the Property may have access and use of the pedestrian path to the elementary school subject to the conditions herein. Such use and access will be subject to the School District's approval and to rules and regulations adopted by the School District which may be modified from time to time, in whole or in part. A gate shall be provided by the Association at the agreed upon access point, which may be locked in the School District's sole discretion. The Association shall be responsible for the maintenance, operation and repair of the gate and pedestrian walkway. Furthermore, if so required by the School District, the Declarant may amend this Section as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee or the Association.

Section 22. Restrictions, Covenants Running with the Land. The agreements, covenants and conditions set forth in this Article shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and shall inure to the benefit of and be enforceable by the Declarant and/or the Association and/or the Owners. Failure to enforce any restrictions, covenants, conditions, obligations, reservations, rights, powers or charges hereinbefore or hereinafter contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to such breach or violation occurring prior or subsequent thereto. Failure to enforce such violation shall not, however, give rise to any liability on the part of the Declarant and/or the Association with respect to parties aggrieved by such failure.

Section 23. Remedies for Violation. Violation or breach of any condition, restriction or covenant contained in this Article shall give the Declarant and/or the Association and/or Owners in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then violating Owner or Owners of the Property, provided such proceeding results in a finding that such Owner was in violation of these restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Declarant and/or the Association in seeking such enforcement and all costs of such enforcement action shall constitute part of the fees. Annual assessment against such Owner shall be enforceable as a lien upon the Property of such Owner in accordance with the provisions of Article V of this Declaration. The invalidation by any court of any of the restrictions contained in this Article shall in no way affect any of the other restrictions, which shall remain in full force and effect.

Section 24. Fences. Any fence placed upon any Lot must be approved by the ARB, as provided in Article VII hereof, prior to installation. All fences within Laurel Oaks shall be tan or white vinyl fencing unless otherwise approved by the ARB on a site-specific basis in the ARB's sole discretion. Notwithstanding the foregoing, fencing along all stormwater pond areas shall be aluminum mesh. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed.

Notwithstanding that an Owner has obtained the approval of the ARB to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Single-Family Unit on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARB's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the ARB and is permitted to cross any such easements, such ARB's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (e.g., utility provider or Clay County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required by Article VII hereof.

Section 25. Antennae. No outside television, radio or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time, for individual use. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the ARB to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Article VIII, Section 24 shall not apply to Declarant.

Section 26. Improvements. No improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such improvement shall be made without the prior written approval of the ARB, including, but not limited to, painting the Single-Family Unit in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 27. Flags. An Owner may display one (1) portable, removable United States flag in a respectful manner, and one (1) portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard, or a POW-MIA flag.

Section 28. Garages. No garage, storage sheds or other accessory structures shall be erected which is separate from the Single-Family Unit. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space and no garage

opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 29. Yard/Garage Sales. The Board, in its sole and absolute discretion, may designate up to two (2) dates or weekends during each calendar year to hold and promote community-wide yard and/or garage sales during daylight hours. No other garage sales shall ever be permitted to be held at any time within the Property by Owners or residents thereof.

Section 30. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Association and the ARB, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the ARB, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing Laurel Oaks's location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("**Hurricane Shutter Time Period**").

Each Owner who plans to be absent from his or her Single-Family Unit during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Single-Family Unit should the Single-Family Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 31. Declarant Exemption. Declarant plans to undertake the work of marketing, selling and constructing Single-Family Units and improvements upon the Property and may undertake the work of marketing, selling and constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Single-Family Units by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the ARB shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the marketing, selling or constructing of Single-Family Units and improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Single-Family Units by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's marketing, sale, development and construction of Laurel Oaks and the Single-Family Units therein.

In general, the restrictions and limitations set forth in this Article VIII shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for marketing, development, construction, sale, lease or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article VIII in addition to whatever remedies at law to which it might be entitled.

ARTICLE IX. PLANNED DEVELOPMENT

Section 1. No Re-subdividing or Rezoning. No Owner shall be permitted to plat, re-plat, subdivide, seek a modification to any local government development order (as defined in Chapter 380, Florida Statutes) or apply for a rezoning of any portion of the Property without the prior written consent of the Declarant.

Section 2. Declarant Rights. The Declarant shall have the right to modify any local government development order, zoning and future land use designation of any portion of the Property still under its ownership.

ARTICLE X. RIGHTS AND EASEMENTS RESERVED BY DECLARANT

Section 1. Utilities. Declarant reserves for itself, its successors, assigns and designees, a right-of-way and easement to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over any area constituting a private street or right-of-way within the Property.

Section 2. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, to make any grading of the soil, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement area designated on the plat, in this Declaration, or in a separate recorded document. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 3. Future Easements. The Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Property owned by the Declarant. In addition, the Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area. Notwithstanding the foregoing, if at any time the Declarant under this Declaration, any such reservation under this Article X, Section 3 shall also cease.

Section 4. Easements for Maintenance Purposes. The Declarant reserves for itself, its agents, employees, successors or assigns an easement, in, on, over and upon the Property, each

Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which is to be performed by the Declarant or the Association.

Section 5. Community Systems and Services. Declarant reserves for itself, its successors and assignees, and the Association (after Declarant has turned over control of the Association), the exclusive and perpetual right to provide and operate, and/or to permit others to provide and operate, within the Property, such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the “**Community Systems and Services**”) on a reasonably competitive basis, as Declarant (and/or the Association, if applicable), in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Declarant may receive, and shall be entitled to retain, any rebate, credit, fee, and/or incentive relating to the installation, operation, and/or provision of any Community Systems and Services. Declarant may require that the Board enter into agreements for the provision of Community Systems and Services to all Lots as a Common Expense. If particular services or benefits are provided to particular Owners, Service Areas and/or Lots at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Section 6. Model Homes. Declarant hereby reserves the right to construct and/or operate a “model row(s)” in Laurel Oaks. The “model row(s)” may contain model homes for Laurel Oaks or other communities, as Declarant and/or any of Declarant’s affiliates may so determine, in their sole discretion. The “model row(s)” may also contain parking, landscaping and fencing across the roads within Laurel Oaks as Declarant may determine, in its sole discretion. In the event that Declarant and/or any of Declarant’s affiliates constructs a “model row(s)” in Laurel Oaks, such “model row(s)” may be used for such period of time that Declarant and/or any of Declarant’s affiliates determines necessary, in its sole judgment. Declarant may use any model home(s) for a sales office and/or a construction office. By the Owner’s acceptance of a deed for a Lot in Laurel Oaks, such Owner agrees and acknowledges that (i) Declarant and/or any of Declarant’s affiliates have a right to construct and/or operate a “model row(s)”; (ii) Declarant or any of its affiliates have an easement over the Laurel Oaks for ingress and egress to and from the “model row(s)” and to use and show the models to prospective purchasers in Laurel Oaks or other communities being developed by Declarant and/or its affiliates, as long as such “model row(s)” exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of its affiliates, including the carrying of signs or other types of demonstrations in Laurel Oaks or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of Laurel Oaks by other

Owners, are detrimental to the value of Single-Family Units within Laurel Oaks and interfere with Declarant's ability to conduct its business.

Section 7. Reservation. In each instance where a structure has been erected, or the construction thereof is substantially advanced in such a manner that the same violates the restrictions contained in this Declaration or in such a manner that the same encroaches upon any property line or easement area, the Declarant reserves for itself the right to release the Lot from the restriction from which it violated and to grant an exception to permit the encroachment by the structure over the property line, or in the easement area, so long as the Declarant agrees and determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property.

ARTICLE XI. RIGHTS GRANTED BY DECLARANT

Section 1. Laurel Oaks Parking Areas. Certain parking facilities within Laurel Oaks, to the extent not owned or conveyed as part of a Lot or designated for the exclusive use of a particular Lot Owner to the exclusion of other Owners, may constitute Common Area if so designated by Declarant.

ARTICLE XII. GENERAL PROVISIONS

Section 1. Duration. The Covenants, Conditions and Restrictions of this Declaration run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any portion of the Property, their respective legal representatives, heirs, successors, and assigns, through December 31, 2050. The term hereof shall be automatically extended for consecutive terms of ten (10) years unless seventy-five percent (75%) of the then-Owners of Laurel Oaks (and the Declarant to the extent of provisions benefitting such party) shall consent to termination of this Declaration. Termination shall be evidenced by an instrument executed by not less than seventy-five percent (75%) of the then-Owners of Laurel Oaks and the Declarant and recorded in the Public Records of Clay County, Florida.

Section 2. Notices. Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Association, the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Dispute Resolution. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE "BOUND PARTIES" AND INDIVIDUALLY AS A "BOUND PARTY"), ARISING OUT OF OR RELATED TO THE PROPERTY, THE SUBDIVISION OR COMMUNITY OF WHICH THE PROPERTY IS A

PART, THE SALE OF THE PROPERTY BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY INCLUDING, WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS INCLUDING, WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE PROPERTY INCLUDING, WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY, THE LOT OR LAUREL OAKS OF WHICH THE PROPERTY IS A PART, (g) DECEPTIVE TRADE PRACTICES, OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (EACH A “DISPUTE”), SHALL BE ARBITRATED PURSUANT OT THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

a. THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT INCLUDING, WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT INCLUDING, WITHOUT LIMITATION, WAIVER, ESTOPPEL OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

b. IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES (“JAMS”) IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

c. The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1, *et seq.*) now in effect and as the same may from time to time be amended, to the

exclusion of any different or inconsistent state or local law, ordinance, regulation or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

d. This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant and Declarant's Affiliates and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

e. In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegals' fees, accounting and engineering fees, and any other professional fees resulting therefrom as awarded by court or arbitrator.

f. The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

g. The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in Clay County, Florida.

h. To the extent that any state or local law, ordinance, regulation or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

i. The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

j. Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

k. The arbitrator appointed to serve shall be a neutral and impartial individual.

l. The venue of the arbitration shall be in Clay County, Florida unless the parties agree in writing to another location.

m. If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

n. The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

o. Any and all Disputes between Declarant and the Association arising from or related to Laurel Oaks, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.

p. Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the Association which are in addition to those rights provided in Chapter 558, Florida Statutes (“**Chapter 558 Notice of Claim**”), as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

q. Notification. The Association and all Owners agree to provide Declarant, with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 558 Notice of Claim, the Association and all Owners must comply with and is hereby advised of the following:

ANY CLAIMS OR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 557, FLORIDA STATUTES.

r. Cooperation; Access; Repair. The Association and each Owner agree to provide Declarant and its representatives, contractors, and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Declarant’s investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction or other development of the Property, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE 13 OF THIS DECLARATION) ENTITLED, “DISPUTE RESOLUTION – ARBITRATION” DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL

ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER, DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED "DISPUTE RESOLUTION – ARBITRATION" TO NEUTRAL, BINDING ARBITRATION.

Section 5. No Liability For Acts of Others. Owners, their family members, tenants, guests, agents, invitees, employees, contractors, subcontractors, visitors, licensees and any occupants of Lots, are responsible for their own personal safety and for their property in and/or on the Property. The Association may, but is not obligated to, maintain or support certain activities within the Property which are intended to promote or enhance safety or security within the Property. However, the Association, the Board and Declarant shall not in any way be considered insurers and/or guarantors of safety or security within the Property, nor shall they be held liable for any loss, damage, personal injury and/or death by reason of failure to provide adequate security or ineffectiveness of any security measures that may be undertaken.

Section 6. Security. No representation or warranty is made that any systems or measures, including, without limitation, fire protection, burglar alarm, video cameras, or other security monitoring systems, (or if there is any gate, barrier and/or other mechanism or system for limiting access to the Property), cannot be compromised or circumvented, nor that any such systems or measures undertaken will prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, agrees and shall be responsible for informing that Owner's family members, tenants, guests, invitees, agents, employees, contractors, subcontractors and all occupants of that Owner's Lot that the Association, the Board and its committees and Declarant are not insurers and/or guarantors of security or safety and that each Person within the Property has voluntarily assumed all risks of personal injury, death

and loss or damage to property, including Lots, Single-Family Units and the contents of Lots and/or Single-Family Units resulting from acts of others. Any gate, barrier, video camera and/or other mechanism or system for limiting access to the Property, if any, are solely intended to regulate vehicle access, and are not intended and/or designed to be a security feature, a safety feature, provide protection to persons and/or property, a warranty of personal safety, a guarantee of personal safety, a warranty of the safety of personal property and/or a guarantee of the safety of personal property. Any gate, barrier, video camera and/or other mechanism or system for limiting access to the Property may, at Declarant's discretion, be left open and/or unattended, from time to time or at any time, to facilitate access by contractors, subcontractors, inspectors, brokers, salespersons and any others to any sales office, Lots that are under construction and/or for sale.

Section 7. View Impairment. Neither Declarant nor the Association guarantee or represent that any view over, through and/or across the Lots, any open space or any other portion of the Property within the Property will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) and Declarant (with respect to the portions of the Property other than Lots owned by an Owner other than Declarant) have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed.

Section 8. Notices and Disclaimers as to Signal Reception. In recognition of the fact that interruptions in cable television, radio and/or satellite television will occur from time to time, neither Declarant nor the Association shall in any manner be liable for, and no Owner shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant or Association shall be entitled to retain any rebate, discount, or other compensation received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

Section 9. Construction Activities. All Owners, occupants, tenants and users of Lots are hereby placed on notice that Declarant, builders and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Owners, occupants, tenants and users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that Declarant, builders and all of their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made

with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 10. Natural Conditions. The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Owner and occupant of any Lot, and every person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 10 may also contain ponds, lakes, retention ponds, dry detention areas, detention ponds, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other Person acting on that Owner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

Section 11. Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

Section 12. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Clay County, Florida.

Section 13. Delegation of Services/Management. The Association and the Board shall be authorized to delegate any of the services to be provided by the Association under the terms of this Declaration to a private company, public agency or publicly regulated authority or agency which, in the opinion of the Board, shall make such services available to the Association in a reasonable manner. The Board shall also have the right to designate such party as the Board shall select as a manager to provide or cause to be provided the services for which assessments are made and set forth in this Declaration and to administer all activities of the Association. Any such manager shall be entitled to a reasonable management fee for the provision of such services, which fee shall constitute part of the expenses of the Association to be funded by the annual assessments set forth herein.

Section 14. Amendment. This Declaration may be amended at any time and from to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Declarant is the owner of any Lot or any Property affected by this Declaration, or amendment hereto, or Appoints a Director of the Association, no amendment will be effective without Declarant's mutual, express written joinder and consent; provided, however, Declarant has the express power to mutually amend this Declaration pursuant to Article II hereof without the consent or joinder of any party.

Section 15. Effect of Declaration. Notwithstanding anything contained in this Declaration to the contrary, neither this Declaration nor any term or provision hereof, including the obligation to pay assessments or lien therefor, shall constitute a defect, encumbrance, lien or cloud upon the title of any property other than the real property as described on Exhibit "A" attached, until such time as this Declaration is specifically supplemented to include such additional property by recording of a supplementary declaration as to such property in the Public Records of Clay County, Florida as provided in Article II hereof. Nothing contained herein shall be deemed to require the Declarant to include any property not included within the Property described on Exhibit "A" within this Declaration or subject to any such property to administration by the Association and such inclusion shall be at the option of Declarant.

Section 16. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or the Association contemplated under this Declaration, neither the Declarant nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person and arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 17. Consent of Declarant. If consent of the Declarant is required by this Declaration, such consent must be granted by Declarant, or its respective successors or assigns.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed in their respective names by the undersigned, duly authorized officers, the day and year first above written.

Signed, sealed and delivered in the presence of:

DECLARANT:

RICHMOND AMERICAN HOMES OF FLORIDA, LP, a Colorado limited partnership

Alex Allison
Printed Name

CASSANDRA SKEDDOGH
Printed Name

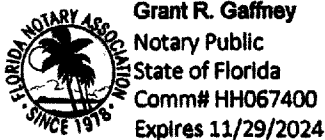
By: Matthew Stark
Name: Matthew Stark
Its: VP Land Acquisition

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 2 day of March, 2021, by Matthew Stark, who is VP Land Acq. of Richmond American Homes of Florida, LP, a Colorado limited partnership, for and on behalf of said partnership.

WITNESS my hand and official seal in the County and State aforesaid, this 02 day of March, 2021.



Grant R. Gaffney
Notary Public, State of Florida
Printed Name: Grant R. Gaffney
Commission Number: HH067400
Commission expires: 11/29/24

Exhibit "A"
Property

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2598, PAGE 1842 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 220 (A 100-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $61^{\circ}11'11''$ EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 152.96 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1095.92 FEET; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND LAST SAID CURVE, AN ARC DISTANCE OF 303.90 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $69^{\circ}15'18''$ EAST AND A CHORD DISTANCE OF 302.93 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 69, PAGE 62 OF SAID PUBLIC RECORDS; THENCE NORTH $00^{\circ}33'21''$ WEST, ALONG THE WEST LINE OF LAST SAID LANDS, A DISTANCE OF 386.15 FEET TO THE NORTHWEST CORNER OF LAST SAID LANDS; THENCE NORTH $89^{\circ}25'45''$ EAST, ALONG THE NORTH LINE OF LAST SAID LANDS, A DISTANCE OF 243.93 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 418, PAGE 326 OF SAID PUBLIC RECORDS; THENCE NORTH $00^{\circ}35'54''$ WEST, ALONG LAST SAID WEST LINE, A DISTANCE OF 1192.95 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1421, PAGE 2000 OF SAID PUBLIC RECORDS; THENCE NORTH $57^{\circ}46'25''$ WEST, ALONG THE SOUTHWEST LINE OF LAST SAID LANDS, A DISTANCE OF 47.55 FEET TO THE NORTHWEST CORNER OF LAST SAID LANDS AND A POINT ON THE SOUTH LINE OF GREENWOOD ESTATES UNIT FIVE, AS RECORDED IN PLAT BOOK 19, PAGES 36-37 OF SAID PUBLIC RECORDS; THENCE NORTH $89^{\circ}49'27''$ WEST, ALONG LAST SAID SOUTH LINE, A DISTANCE OF 336.19 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3133, PAGE 2140 OF SAID PUBLIC RECORDS; THENCE SOUTH $00^{\circ}18'39''$ EAST, ALONG THE EAST LINE OF LAST SAID LANDS AND THE EAST LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2598, PAGE 1842, A DISTANCE OF 1029.78 FEET; THENCE SOUTH $81^{\circ}43'06''$ WEST, CONTINUING ALONG LAST SAID EAST LINE, A DISTANCE OF 215.08 FEET; THENCE SOUTH $09^{\circ}30'56''$ WEST, CONTINUING ALONG LAST SAID EAST LINE, A DISTANCE OF 371.17 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 14.38 ACRES, MORE OR LESS.

Note: The Property is known as Laurel Grove Estates as depicted in that certain Plat of Laurel Grove Estates, recorded in Plat Book 64, Pages 12 through 15, inclusive, Public Records of Clay County, Florida

Exhibit "B"

By-Laws

**BY-LAWS
OF
LAUREL OAKS HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

**1
DEFINITIONS**

All terms in these By-Laws shall have the meanings as set forth in the Declaration of Covenants and Restrictions for the LAUREL OAKS HOMEOWNERS ASSOCIATION, INC.

**2
BOOKS AND PAPERS**

The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

**3
MEMBERSHIP**

3.1 Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

3.2 The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

**4
BOARD OF DIRECTORS**

4.1 After Turnover or Transition (as defined in Section 720.307, Florida Statutes), the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

4.2 Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

4.3 After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board

elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

4.4 Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

4.5 Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

4.6 Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, notice of any meeting in which Assessments against Lots or Single-Family Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

4.7 Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

4.8 Directors may not vote by proxy or secret ballot; provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

4.9 The Directors of the Association have a fiduciary duty to the Owners of Single-Family Units or Lots governed by the Association.

4.10 Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

4.11 If twenty (20) percent of the total voting interests petition the Board to address an item of business, the Board shall, at its next regular Board meeting, or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members fourteen (14) days' notice of the meeting at which the petitioned item shall be addressed. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

5

RECALL OF DIRECTORS

Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of Association control, any member of the Board of Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303 (10), Florida Statutes.

6

OFFICERS

6.1 Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

6.2 The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these By-Laws. He shall keep the minutes of the meetings of the membership and of the Board of

Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

6.3 Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

6.4 The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

7

MEETINGS OF MEMBERS

7.1 The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

7.2 Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote ten (10) percent of all the votes of the entire membership, or who have a right to vote ten (10) percent of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

7.3 Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted; provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

7.4 The presence in person or by proxy at the meeting of Members entitled to cast at least thirty (30) percent of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

7.5 Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If

the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

7.6 Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

7.7 Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

8 AMENDMENTS

8.1 These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of two-thirds (2/3rds) of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation prior to the Turnover or Transition of control to the Members as provided in Section 720.307, Florida Statutes.

8.2 In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

9 OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

- (a) A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;
- (b) A photocopy of the By-Laws of the Association and all amendments thereto;
- (c) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
- (d) A photocopy of the Declaration and all amendments thereto;
- (e) A copy of the current Rules and Regulations of the Association;

- (f) The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;
- (g) A current roster of all Owners, their mailing addresses and Lot identifications including the electronic mailing addresses designated by members for receiving notice sent by electronic transmission of those members consenting to receive notice via same;
- (h) All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has an obligation or responsibility;
- (j) Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one (1) year;
- (k) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and
- (l) Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:
 - (i) Accurate, itemized and detailed records for all receipts and expenditures;
 - (ii) A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;
 - (iii) All tax returns, financial statements and financial records of the Association; and
 - (iv) Any other records that identify, measure, record or communicate financial information.
- (m) A photocopy of the Disclosure provided pursuant to Section 12 herein.

Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members:

- (1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but

not limited to, any record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

(2) Information obtained by the Association in connection with the approval of the lease, sale, or other transfer of a parcel.

(3) Disciplinary, health, insurance, and personnel records of the Association's employees.

(4) Medical records of Single-Family Unit Owners or community residents.

(5) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a parcel owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation, mailing address, and property address.

(6) Any electronic security measure that is used by the Association to safeguard data, including passwords.

(7) The software and operating system used by the Association which allows the manipulation of data.

The Association or its agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the Association other than information or documents required by Chapter 720, Florida Statutes, to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

10

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

10.1 The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, but may not impose a requirement that a Single-Family Unit Owner demonstrate any

proper purpose for the inspection, state any reason for the inspection, or limit a Single-Family Unit Owner's right to inspect records to less than one eight (8)-hour business day per month. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopier machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. If the Association has a photocopier machine available where the records are maintained, it must provide Single-Family Unit Owners with copies on request during the inspection if the entire request is limited to no more than twenty-five (25) pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

10.2 The fiscal year of the Association shall be the twelve (12)-month period commencing January 1st and terminating December 31st of each year.

10.3 Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

10.4 The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

10.5 Financial reports shall be prepared and delivered consistent with the requirements of Sections 720.303 (6) and (7), Florida Statutes, as amended from time to time.

11 CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within one (1) year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds ten (10) percent of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, engineering, and landscape architect services are not subject to the provisions of this section.

12
DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes.

Exhibit "C"

Articles of Incorporation



February 10, 2021

FLORIDA DEPARTMENT OF STATE

Division of Corporations

LAUREL OAKS HOMEOWNERS ASSOCIATION, INC.

461 A1A BEACH BLVD

SAINT AUGUSTINE, FL 32080

The Articles of Incorporation for LAUREL OAKS HOMEOWNERS ASSOCIATION, INC. were filed on February 3, 2021, and assigned document number N21000001443. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H21000047790.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
Jessica A Fason
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 421A00002949

**ARTICLES OF INCORPORATION
FOR
LAUREL OAKS HOMEOWNERS ASSOCIATION, INC.**

**A Corporation Not-for-Profit
Under the Laws of the State of Florida**

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**1
NAME**

The name of the corporation is LAUREL OAKS HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Laurel Oaks Homeowners Association, Inc. recorded in the Public Records of Clay County, Florida (the "**Declaration**").

**2
OFFICE**

The principal office and mailing address of the Association shall be at Sovereign & Jacobs, 461 A1A Beach Boulevard, St. Augustine, Florida 32080 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act (as hereinafter defined).

**3
PURPOSE**

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration. The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Area thereof for the benefit of the Owners who become members of the Association.

**4
POWERS**

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the Laws of Florida (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.

- 4.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties, including without limitation for the maintenance and operation of the Surface Water or Stormwater Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.
 - (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided, however, the Common Area may not be mortgaged without the consent of the Owners with voting power representing two-thirds (2/3rds) of the votes.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Common Area and other property to be maintained by the Association pursuant to the Declaration.
 - (d) To purchase insurance upon the Common Area, insurance for the protection of the Association, its officers, directors and Owners, and other insurance required or permitted by the Declaration.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.
 - (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Area and applicable law.
 - (g) To contract for the management and maintenance of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.
 - (h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Area.
 - (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation,

plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Single-Family Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

- (j) To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District requirements, applicable District rules and the District Permit, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration which relate to the Surface Water or Stormwater Management System.

- 4.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the members of this Association are also the members.
- 4.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not-For-Profit Corporation Act (Chapters 617 and 720, Florida Statutes) (the "Act") and as may be approved by the St. Johns River Water Management District, with respect to the transfer of the Surface Water or Stormwater Management System.
- 4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws. The provisions of the Declaration shall control over those of the Articles and By-Laws; the provisions of the Articles shall control over the provisions of the By-Laws.

5

MEMBERS

- 5.1 Membership. The members of the Association shall consist of the record title owners of Single-Family Units or Lots within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Single-Family Units or Lots.
- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Single-Family Units or Lots or Parcels for which that share is held.
- 5.3 Classes of Memberships and Voting Rights. The Association shall have two(2) classes of voting membership:

(a) Class A Members shall be all Owners of Single-Family Units and/or Lots, with the exception of the Declarant (hereinafter defined) (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one(1) vote for each Lot owned by such member.

(b) Class B Member. The Class B Member shall initially be Richmond American Homes of Florida, LP, a Colorado limited partnership (the "**Declarant**"), who shall be entitled to eight (8) votes for each Lot and/or Single-Family Unit owned by the Declarant. The Class B Member will also include any successors or assigns of the named Class B Member if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership for Single-Family Units on the happening of any of the following events: ("**Turnover**"):

(1) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant;

(2) In accordance with the turnover rules or requirements of the Act (if sooner than (2) above); or

(3) Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

Section 2. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Once more than fifty percent (50%) of the Lots have been conveyed to members of the Association other than the Declarant and Class A Members other than the Declarant shall be entitled to elect at least one (1) member of the Association's board of directors (the "**Board**"). After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant may elect at least one (1) Director. After Turnover, the Declarant will be a Class A

Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

6 INCORPORATOR

The name and address of the Incorporator of this Corporation is: Greg Maier, Richmond American Homes of Florida, LP, 10255 Fortune Parkway, Suite 150, Jacksonville, Florida, 32256.

7 TERM OF EXISTENCE

Existence of the Association commenced with the filing of the Original Articles and shall exist in perpetuity; provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a not-for-profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Chapter 62-330, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

8 OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME:	ADDRESS:
President: Matt Stark	10255 Fortune Parkway, Ste. 150, Jacksonville, Florida 32256
Vice President: Alex Allison	10255 Fortune Parkway, Ste. 150, Jacksonville, Florida 32256
Secretary/Treasurer: Greg Maier	10255 Fortune Parkway, Ste. 150, Jacksonville, Florida 32256

9
DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.
- 9.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their resignation and appointment of successors and have taken office, as provided in the By-Laws, are as follows:

NAME:	ADDRESS:
President: Matt Stark	10255 Fortune Parkway, Ste. 150, Jacksonville, Florida 32256
Vice President: Alex Allison	10255 Fortune Parkway, Ste. 150, Jacksonville, Florida 32256
Secretary/Treasurer: Greg Maier	10255 Fortune Parkway, Ste. 150, Jacksonville, Florida 32256

- 9.5 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member

if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

10 INDEMNIFICATION PROVISIONS

- 10.1 Except as provided in Section 617.0834, Florida Statutes, the indemnification provisions of Section 607.0831, Florida Statutes, and Section 607.0850, Florida Statutes, shall apply to this Association pursuant to the provisions of Section 617.0831, Florida Statutes. However, for purposes of indemnification, the term "Director" does not include a director appointed by the Declarant to the board of directors of this Association.

11 BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

12 AMENDMENTS

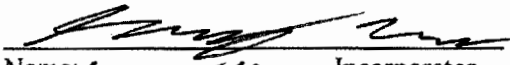
Amendments to these Articles shall be proposed and adopted in the following manner:

- 12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds (2/3rds) of the votes of the members of the Association who have voting power at the time of such amendment.
- 12.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.
- 12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Clay County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

13
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at CT Corporation System, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be 1200 South Pine Island Road, Plantation, Florida 33324.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.


Name: Gregory Maier, Incorporator

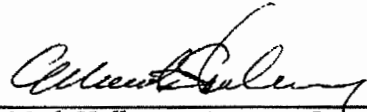
Dated this 3 day of February, 2021.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First -That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Clay, State of Florida, the Association named in the said articles has named CT Corporation System, whose address is 1200 South Pine Island Road, Plantation, Florida 33324 as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Mark Holloway, Assistant Secretary

Dated this 3rd day of February, 2021.

Exhibit "D"

District Permit



St. Johns River
Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

December 19, 2019

Randy Towers
Laurel Grove Partners, LLC
161 Hampton Point Drive
Suite 101
St. Augustine, FL 32092

SUBJECT: 159160-1
Laurel Grove Estates

Dear Sir/Madam:

Enclosed is your individual permit issued by the St. Johns River Water Management District on December 19, 2019. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders".

GOVERNING BOARD

Douglas Burnett, CHAIRMAN
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Douglas C. Boumique
VERO BEACH

Daniel Davis
JACKSONVILLE

Susan Dolan
SANFORD

Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

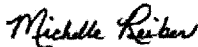
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Brian Spahr
LG 2
424 Peregrine Court
Jacksonville, FL 32225

Mike Bowles
Dominion Engineering Group
4348 Southpoint Blvd Ste 201
Jacksonville, FL 32216-0903

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 159160-1

DATE ISSUED: December 19, 2019

PROJECT NAME: Laurel Grove Estates

A PERMIT AUTHORIZING:

Construction and operation of a Stormwater Management System for a 18.67-acre project known as Laurel Grove Estates as per plans received by the District on November 4, 2019.

LOCATION:

Section(s): 34 **Township(s):** 4S **Range(s):** 25E

Clay County

Receiving Water Body:

Name	Class
Doctors Lake	III Fresh, IW

ISSUED TO:

Randy Towers
 Laurel Grove Partners, LLC
 161 Hampton Point Drive
 Suite 101
 St. Augustine, FL 32092

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

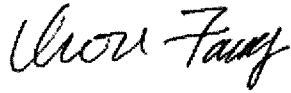
This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 19, 2019

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services



By:

Chou Fang
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 159160-1
Laurel Grove Estates
DATED December 19, 2019

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the District staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the District a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013) (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the District, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex — "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities — "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the District in writing of changes required by any other regulatory District that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

b. Convey to the permittee or create in the permittee any interest in real property;

c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the District in writing:

a. Immediately if any previously submitted information is discovered to be inaccurate; and

b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

21. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
22. The permittee has documented its real property interest over the land upon which the activities subject to the application will be conducted as evidenced by a contract to purchase the real property included in the application. In accordance with Section 4.2.3.(d), ERP Applicant's Handbook, Volume I, work cannot begin until proof of ownership is provided to the Agency.
23. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
24. Before the start of any construction, the permittee must provide the District with documentation demonstrating that 0.29 forested mitigation credits have been debited from the Loblolly Mitigation Bank ledger.
25. In the event that the permittee does not successfully complete the transaction to obtain 0.29 forested mitigation credits from the Loblolly Mitigation Bank, the permittee must obtain a permit modification to provide alternative mitigation.
26. Proposed wetland and other surface water impacts must be performed as indicated on the plans received by the District on September 20, 2019.
27. The surface water management system must be constructed and operated in accordance with the plans received by the District on November 4, 2019.