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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DUNNS CROSSING UNIT 2 & 3 HOMEOWNERS ASSOCIATION**

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FOR
DUNNS CROSSING UNIT 2 & 3 HOMEOWNERS ASSOCIATION**

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
DUNNS CROSSING UNIT 2 & 3 HOMEOWNERS ASSOCIATION**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR DUNNS CROSSING UNIT 2&3 HOMEOWNERS ASSOCIATION ("Declaration") is made this ___nd day of ___, 2021, by **DREAM FINDERS HOMES LLC**, a Florida limited liability company (the "**Declarant**"), which declares that the real property described on **Exhibit A** attached to and made a part of this Declaration (the "**Property**"), which is owned by the Declarant, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Declarant and all parties having or acquiring any right, title or interest in any portion of the Property.

**ARTICLE I.
MUTUALITY OF BENEFIT AND OBLIGATION**

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

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

**ARTICLE II.
DEFINITIONS**

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

2.1 Association. Dunns Crossing Unit 2 & 3 Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "**Articles**") and Bylaws (the "**Bylaws**") of the Association make reference. As provided in the Articles, the Association shall have perpetual existence. Copies of the Articles and Bylaws are attached to and made a part of this Declaration as **Exhibit B** and **Exhibit C**, respectively.

2.2 Board of Directors. The Board of Directors of the Association.

2.3 Common Area. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Declarant, or by the Association, and which the Declarant has designated for the common use of the Owners as described on **Exhibit D** attached to and made a part of this Declaration, or by recording a Supplementary Declaration pursuant to the terms of Section 4.3 to change the Common Area.

2.4 Declarant. Dream Finders Homes LLC, a Florida limited liability company, and its successors and such of its assigns as to which the rights of the Declarant are specifically assigned. Declarant may assign all or only a portion of such rights in connection with portions of the Property. In the event of a partial assignment, the assignee may exercise the rights of the Declarant that are specifically assigned to

it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Dream Finders Homes LLC. as the Declarant of the Property is not intended and shall not be construed, to impose upon Dream Finders Homes LLC. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots or parcels within the Property from Dream Finders Homes LLC and develop and resell the Lots or parcels.

2.5 Limited Common Area. The Limited Common Area of the Lots shall consist of the portion of the Property between any Lot line and the nearest edge of the paved road surface, and the nearest shoreline of any lake contiguous to or within Twenty (20) feet of such Lot, together with any other portion of the Property contiguous to a Lot which as a result of the natural configuration of the Property is primarily for the benefit of such Lot. Any question concerning the boundary of the Limited Common Area shall be determined solely the Board of Directors of the Association.

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

2.7 PUD. That certain Planned Unit Development approved by Members of the City Council of Duval, Florida, pursuant to Ordinance Number 2002-572E, as it has been and may be amended from time to time.

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

2.9 Property. The real property described on the attached **Exhibit A**, as modified in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

2.10 Dunns Crossing Development. The lands in Duval County subject to the provisions of the PUD.

2.11 Restricted Common Area. The portions of the Common Area, if any, that are restricted to use by only specific Owners or their guests or invitees. The maintenance and repair of all Restricted Common Area shall be funded with Area Assessments as contemplated by Section 5.4. Any Restricted Common Area, and the Owners and other parties who shall have access to the Restricted Common Area and who shall be responsible for the cost of maintenance and repair of the Restricted Common Area, shall be designated by the Declarant by recording a Supplementary Declaration pursuant to the terms of Section 4.3.

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

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

3.1 No Implied Extension of Covenants. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the

Property described on **Exhibit A** and such additional property as may be annexed pursuant to Section 3.2 shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Declarant to subject any other property now or hereafter owned by the Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2.

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

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

ARTICLE IV. **COMMON AREA RIGHTS**

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

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

(a) The right of the owner of the Common Area to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;

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

(c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including without limitation the provisions of the PUD;

(d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Declarant or the Association, including without limitation, rules and regulations that designate certain portions of the Common Area for use by less than all of the members of the Association (for example, by designating the portions of the Common Area as Restricted Common Area);

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

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

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

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

4.3 Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area. Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Declarant as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, any property that is located within the boundaries of the lands subject to the PUD shall be deemed substantially contiguous). Without limitation, the Common Area may include a recreational amenity center, the use and cost of which may be shared with another community association pursuant to a separate cost sharing agreement. For so long as the Declarant shall own any portion of the Property, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access, availability of utilities, or drainage to or from any Lot, the Declarant shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of such Lot. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of The City of Jacksonville, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Declarant shall terminate any and all easements and rights of use of the Owners in such land but shall not otherwise withdraw such land from the provisions of this Declaration unless such withdrawal complies with the requirements of Section 3.3. No land owned by the Declarant shall be deemed to be Common Area unless such land is expressly designated on **Exhibit D**, or is subsequently designated by the Declarant pursuant to Section 2.3 and this Section 4.3, even if the Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association is withdrawn from the Common Area pursuant to this Section 4.3, upon the Declarant's written request, the Association shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

4.4 Maintenance of Common Area and Compliance with Applicable Permits. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to any portion of the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain the Common Area in accordance with all permit requirements and conditions contained in applicable dredge and fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns Water Management District ("SJRWMD"), or The City of Jacksonville, Florida, and in accordance with the PUD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

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

ARTICLE V. COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed to a Lot or other parcel within the Property, whether or not it shall be so expressed in any such deed or other conveyance, including without limitation, any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association any annual, special and area assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest from the due date at the highest lawful rate and costs of collection (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is levied, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

5.2 Purpose of Assessments; Special Assessments.

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes, insurance, utility charges and other expenses relating to the Common Area, to fund the obligations of the Association set forth in Section 4.4, to provide common services to the Owners, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of or non-recurring expenses related to the Common Area. Any assessments which may be collected by the Association to fund reserves shall be separately accounted

for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area.

(b) The Association may enter into a bulk agreement to provide internet service (1 Gig) for all portions of the property. All lots are subject to the agreement regardless of whether the owner desires to utilize services. Such charges will be part of the Common Assessment. It is anticipated that the internet Agreement is entered into by the Association, other services offered by the provider will be available on an individual subscriber basis.

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

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

5.4 Area Assessments. The Board of Directors may establish and levy annual and special assessments to fund specific services authorized by the Board from time to time which shall benefit only specific Lots (the "Area Assessments"). The Area Assessments shall be levied against only those Lots that receive the benefit of such services and shall be allocated among only the Owners of such Lots on an equal basis. The identity of the Lot or Lots that are deemed to receive the benefit of the Area Assessments authorized by this Section 5.4 shall be determined by the Board in its sole discretion.

5.5 Capital Contributions. Upon the initial conveyance to any party (the "Buying Party") of any Lot on which a home has been completed, the Buying Party shall be required to make a one-time capital contribution to the Association in the sum of Two Hundred and No/100 Dollars (\$200.00). Capital contributions collected pursuant to this section 5.5 may be used for any purpose reasonably contemplated by this Declaration or the Association's Articles of Incorporation or Bylaws, as determined in the reasonable discretion of the Association's Board of Directors.

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

such Owner with a written statement of all assessments and other charges due or to become due from such Owner to the Association, which shall be binding on the Association through the date indicated on the Association's written statement.

5.7 Subordination of Lien to Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the lien for assessments which have become due and payable prior to a sale or transfer of the Lot pursuant to a decree of foreclosure, by deed in lieu of foreclosure or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No such sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. Notwithstanding any provision of this Declaration to the contrary, nothing contained herein shall relieve any lender or mortgage holder of the obligation to pay assessments due to the Association pursuant to Section 720.3085 Florida Statutes (2018), or any law of similar import.

5.8 Declarant's Assessments. Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Declarant shall not be subject to any annual, special or area assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Declarant shall pay the balance of the actual operating expenses of the Association (which operating expenses shall not include any bad debt or similar expense) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the operating expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Declarant and shall continue until (i) Declarant shall no longer have the right to elect or appoint a majority of the Association's Board of Directors; or (ii) the Declarant shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Lots within the Property.

5.9 Notice of Transfer. Prior to the conveyance or transfer of any Lot or other portion of the Property, the Owner shall obtain from the Association, a written statement of any and all assessments, costs, or other charges owed to the Association by such Owner with respect to such portion of the Property. All such assessments, costs and other charges shall be paid simultaneous with the closing of such Owner's conveyance or transfer of such portion of the Property, and in the event that the same shall not be paid, both the Owner and the Owner's grantee shall be jointly and severally responsible for the payment of same, and such portion of the Property shall be subject to the Association's lien for such unpaid sums as more particularly set forth in this Article V. Following the closing of any such conveyance or transfer, the new Owner shall, within fifteen (15) days of the effective date of such conveyance or transfer, notify the Association of the name and mailing address of the new Owner.

ARTICLE VI.

UTILITY PROVISIONS

6.1 Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located within the Property. Each Owner shall pay water meter charges of the supplier and shall maintain and repair all portions of the water lines which are located within, or which

exclusively serve, the portions of the Property owned by such Owners. No well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Association.

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

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

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

ARTICLE VII. EXTERIOR MAINTENANCE ASSESSMENT

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

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

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

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

8.1 Residential Use. The Lots may be used for residential dwellings and associated uses only. No Lot shall be used for the operation of a rooming house, hostel, hotel, bed and breakfast, any internet based short term rental program such as AirBNB, VRBO or HomeAway, or any similar business or activity involving rentals of Lots for periods of less than six (6) months. The Lots may be used for model homes during the development and sale of Lots within the Property or other uses that are (i) permissible under the PUD; and (ii) expressly authorized in writing by the Declarant, in its sole discretion. No Lot shall be divided, subdivided, reduced in size or combined with another Lot without the prior written consent of the Declarant. Assessments for common expenses attributable to any Lot which may be subdivided or combined pursuant to this Section 8.1 shall be reallocated by the Declarant, in its sole discretion, at the time written consent for such subdivision is given by the Declarant.

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

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

8.4 Setbacks. The building setbacks applicable to the Lots and the method of measurement of setbacks shall be as stated in the PUD. More restrictive building setbacks may be included in the Design Guidelines adopted by the Declarant or the Association, as applicable, pursuant to the terms of Article IX, or the design guidelines adopted pursuant to the terms of the Declaration.

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

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

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

(c) Except as approved pursuant to Article IX of this Declaration, no change shall be made to any landscaping improvements, existing vegetation or fences located within any Lot or Limited Common Area.

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

8.6 Motor Vehicles and Boats. No watercraft (including without limitation, boats and jet skis), recreation vehicles or other motor vehicles, except four wheel passenger automobiles and pick-up trucks, shall be placed, parked or stored upon any Lot, nor shall any significant repair be performed upon any boat or motor vehicle upon any Lot, except within a building or otherwise obscured so as to be substantially screened from public view. This restriction is not intended to prevent an Owner from temporarily parking a water craft or recreational vehicle in the driveway of a Lot for the purpose of washing, loading or similar activities for a reasonable period of time. Four wheel passenger automobiles must be stored only on the Owner's driveway or within a garage and not on any other portion of a Lot or other parcel within the Property. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Declarant and in an area designated by the Declarant. Four wheel passenger automobiles may be parked on paved streets within the Property on a temporary basis, provided that the same are not parked so as to impede traffic flow or interfere with access by emergency vehicles of any description.

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

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

8.9 Lakes. Only the Association shall have the right to pump or otherwise remove any water from any lake located within or adjacent to the Property for the purpose of irrigation or other use. The Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No Owner shall have the right to place herbicide or any other chemicals within any lake. No gas or diesel driven boat shall be permitted to be operated on any lake except in connection with maintenance performed by the Association. Lots and Limited Common Areas which are adjacent to or include a portion of a lake (the "**Lake Parcels**") shall be maintained to the water's edge by the applicable

Owner so that the grass, plantings or other lateral support located within the Lake Parcels will prevent erosion of the embankment adjacent to the lake, and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation shall be maintained and controlled by the Owner of any Lake Parcel pursuant to the requirements of Section 8.16. If the Owner of any Lake Parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations, the Association shall have the right, but no obligation, to enter upon any such Lake Parcel to perform any maintenance work that may be reasonably required, all at the expense of the Owner of the Lake Parcel pursuant to the provisions of Article VII of this Declaration. Title to any Lake Parcel shall not include ownership of any riparian rights. No docks, bulkheads or other structures shall be constructed on any embankments unless and until they are approved by the Declarant and the Association. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Property. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

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

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

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

8.13 Signs; Flags. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Declarant. Notwithstanding the foregoing, each Owner shall have the right to display in or on their Lot and/or Residence an approximately 3' by 5' American flag as well as any other approximately 3' by 5' flag with the insignia, symbol or logo, as applicable, of (i) any United States military branch or military veterans' organization, or (ii) any state, federal or local law enforcement agency or department, fire department, or other civil service agency. The foregoing sentence shall not be deemed to be a limitation of any other type of flag or an exclusive listing of flags or other banners that may be displayed, subject to the applicable provisions set forth in this Declaration.

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

8.15 Animals. Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not

for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal is deemed dangerous or a nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or a nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. Cats shall not be allowed to roam freely or become feral. By rule adopted by the Board from time to time, the Board may specify the maximum number and/or sizes of dogs, cats and other pets which may be kept on any Lot.

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

8.17 Fences. Except as approved by the Declarant, no fence, wall or other barrier shall be constructed on any Lot or any other portion of the Property, except that swimming pools shall be fenced or otherwise secured as provided by law and subject to the Design Guidelines defined in Section 9.1. Any fence installed on any Lot or appurtenant Limited Common Area shall conform with the Design Criteria and shall be maintained in a state of good repair and replaced as necessary by the Owner of the applicable Lot. Further, no such fence may be removed or altered without the approval of the Declarant pursuant to Article IX.

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

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

8.20 Prohibition Against Garage Sales. Without the prior written consent of the Association, no garage sales, yard sales or estate sales, which include the sale of household type items or

furnishings displayed on the driveway, yard or in the garage shall be permitted on any Lot or appurtenant Limited Common Area.

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

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

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

8.24 Rental Restrictions.

(a) No Lot may be leased by any Owner or any Owner's agent, tenant or other person having any interest in a Lot, to any party for a term which is less than six (6) months. No Lot may be leased more than twice during any twelve (12) month period, based on the commencement date of the first lease. Any extension of the term of any lease shall be for a period of not less than six (6) months. No Owner shall at any time lease more than two (2) Lots within the Property. For purposes of this Section 8.24, (i) the term "Lot" includes all or any part of a Lot or any dwelling unit located on the Lot, (ii) the term "lease" or "leased" means and includes any arrangement for the use or occupancy of a Lot for a charge or other remuneration by or through a lease, license or other similar agreement, whether oral or written, including without limitation, any house swapping arrangement, and (iii) renewal rights shall not be included in the determination of the term of a lease. Not less than the entire home located on any Lot may be leased, and no time share units or vacation plans, as defined in Chapter 721, Florida Statutes, or otherwise, may be created or operated on any Lot. All leases shall be in writing and shall state the term thereof (a "**Lease Document**"), and the Association shall have the right, upon request, to inspect any Lease Document from time to time in order to verify that such document conforms to the requirements of this subsection (a). Each Owner shall provide a copy of each applicable Lease Document to the Association not less than five (5) business days prior to the commencement date for such lease. Upon violation of any provision of this subsection (a), the Association may impose a fine against an Owner, or any tenant, guest or invitee of such Owner, for each day such violation continues, up to the maximum aggregate fine determined by the Association's Board of Directors from time to time. The Association shall be entitled to a lien upon such Lot with respect to any such fine, which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the terms of Article V hereof or Chapter 720, Florida Statutes, as the same may be amended from time to time. The foregoing provisions shall not preclude, limit or impair the rights of any party to otherwise enforce the provisions of this Declaration or to pursue any other remedies available at law or in equity.

(b) All lessees and all other occupants of any Lot shall be subject to all terms and provisions of this Declaration and all of the other governing documents of the Association, to the same degree as all owners of any Lot. Each Owner agrees to cause his or her lessee, and all other occupants of any Lot, to comply with the provisions of this Declaration and all other governing documents of the

Association. Each Owner shall be responsible and liable for all violations, damages or losses caused by such lessees or occupants, notwithstanding the fact that all such lessees and occupants shall also be fully and personally liable to the Association for any such violations, damages or losses. In the event that any lessee or occupant of any Lot shall violate any provision of this Declaration or any other governing documents of the Association, the Association's Board of Directors shall have the right and authority to bring legal proceedings against such persons to recover damages, seek injunctive relief, or for any other remedy available at law or in equity. Each Owner shall be jointly and severally liable with such Owner's lessee or other occupants of the Owner's Lot, to the Association for any amount (as determined in the sole and reasonable discretion of the Association) required to enable the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of such lessee or occupant. The Association shall be entitled to a lien upon each applicable Lot with respect to any sums due to the Association pursuant to this subsection (b), which shall be enforceable in the same manner that liens for assessments are enforceable pursuant to the terms of Article V hereof or Chapter 720, Florida Statutes, as the same may be amended from time to time.

8.25 Reservation of Right to Release Restrictions. If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Declarant shall have the right to waive or release the violation, variance or encroachment so long as the Declarant, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property. Any waiver or release given by Declarant pursuant to this Section 8.25 shall require the prior written consent of the Association.

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

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

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

8.29 Additional Utility Easements. Declarant reserves for itself, its duly authorized agents, successors and assigns, a perpetual non-exclusive blanket easement throughout the Townhome Lots, under all structures and through all structures to (i) install utilities and associated infrastructure including without limitation, water, sewer, telephone, electric, gas, irrigation, cable and other systems for sending and receiving data and/or other electronic signals, security and mounting of meters on walls of any structure (ii) repair, maintenance, replacement, inspection, meter reading or other similar functions (iii) the right to allow any utility provider access for any of the purposes outlined herein. Upon completion of any work, the person exercising the easement shall restore the property, to the extent reasonably practicable, to the condition existing prior to the work.

8.30 Clotheslines. Subject to Section 163.04, Florida Statutes, no clotheslines or other clothes-drying facility shall be permitted on the where it would be visible from the ground level of any Lot or roadway.

8.31 Rules and Regulations. The Association, acting through its Board, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use and occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Association shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

ARTICLE IX. ARCHITECTURAL CONTROL

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

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

(a) To promulgate, amend, eliminate or replace Design Guidelines applicable to architectural review to be conducted by the Declarant which shall be applicable to all or any portions of the Property. Any amendment of the Design Guidelines shall be consistent with the provisions of this Declaration. Notice of any amendment to the Design Guidelines, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the Design Guidelines shall not, however,

constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the Design Guidelines, or any amendment thereto, to be recorded.

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

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

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

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

9.5 Association Approval. All matters that are subject to architectural review and approval pursuant to Section 9.1 shall also be subject to review and approval of the Association in accordance with the terms of the Declaration. In the event of any conflict between any architectural review decision made pursuant to this Declaration, and an architectural decision made pursuant to the Declaration shall control.

9.6 Water Conservation Strategies. In connection with the review of all submittals made pursuant to this Article IX, water conservation strategies, including without limitation, xeriscape landscape techniques, low-flow plumbing fixtures and "smart" technology shall be encouraged.

9.7 Limited Liability. IN CONNECTION WITH ALL REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS BY OR FROM THE DECLARANT, THE ASSOCIATION AS CONTEMPLATED BY THIS ARTICLE IX, THE DECLARANT, THE ASSOCIATION SHALL NOT BE LIABLE TO ANY OWNER OR TO ANY

OTHER PERSON ON ACCOUNT OF ANY CLAIM, LIABILITY, DAMAGE OR EXPENSE SUFFERED OR INCURRED BY OR THREATENED AGAINST AN OWNER OR SUCH OTHER PERSON AND ARISING OUT OF OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF ANY SUCH REVIEWS, ACCEPTANCES, INSPECTIONS, PERMISSIONS, CONSENTS OR REQUIRED APPROVALS, WHETHER GIVEN, GRANTED OR WITHHELD BY THE DECLARANT, THE ASSOCIATION.

**ARTICLE X.
ASSOCIATION**

10.1 Association Membership. Each Owner shall automatically become a member of the Association upon acceptance of a deed to a Lot and the issuance of a certificate of occupancy or similar authorization by City of Jacksonville, Florida or other governmental authority having jurisdiction, for a residential dwelling unit constructed on the Lot. The Association represents Owners and residents of certain portions of the Dunns Crossing Development. The Association acting through its Board of Directors, shall have certain powers, rights and duties with respect to the Property and with respect to the Dunns Crossing Development all as more particularly set forth in the Declaration and other governing documents of the Association.

10.2 Lien Rights. The Association is entitled to a lien upon any Lot for any unpaid assessments levied pursuant to the terms of the Declaration.

10.3 Classes and Voting. The Association shall have two voting classes of Membership:

(a) **Class A Members.** Class A members shall be Owners, with the exception of the Developer, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owner's thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) **Class B Members.** The class B Members shall be the Developer who shall be entitled to three (3) votes for each lot owned by the Developer. The Class B Membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(ii) Three months after ninety Percent (90%) of lots have been conveyed to members of the Association other than the Developer, or

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

ARTICLE XI.
NOTICE OF PERMIT REQUIREMENTS

11.1 Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF CERTAIN PERMITS ISSUED BY THE ACOE AND THE SJRWMD (THE "PERMITS"), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE DECLARANT, THE ASSOCIATION A AND THE DECLARANT, THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE DECLARANT, THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

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

ARTICLE XII.
GENERAL PROVISIONS

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

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

12.3 Remedies for Violations.

12.3.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions set forth in this Declaration, it shall be lawful for the Association, the Declarant or any Owner (i) to prosecute proceedings at law for the recovery of damages against those violating or attempting to violate the covenant or restriction; or (ii) to maintain any proceeding against those violating or attempting to violate the covenant or restriction for the purpose of preventing or enjoining all or any violations, including seeking mandatory injunctions requiring compliance with the provisions of this Declaration. The ACOE and the SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System and/or jurisdictional wetlands or conservation areas subject to the control of the ACOE or SJRWMD. In the event of a dispute arising under this Declaration, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recovery of its reasonable attorneys' fees and costs which shall include attorneys' fees and costs for pretrial preparation, trial, appeal and in bankruptcy proceedings. Such attorneys' fees and costs shall include attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline. The remedies described in this section 12.3.1 shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

12.3.2 **Fines and Suspension.** In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose fines or suspensions in accordance with applicable law. Any such fines may exceed an aggregate total of One Thousand and No/100 Dollars (\$1,000.00).

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

12.5 **Additional Restrictions.** No Owner, without the prior written consent of the Declarant, may impose any additional covenants or restrictions on any part of the Property, but the Declarant may include in any contract, deed or other instrument covering all or any part of the Property, any additional covenants or restrictions which are not inconsistent with and which do not lower standards established by this Declaration. Further, any portion of the Property which shall be approved for development of townhomes or condominium units shall be subject to specific covenants and restrictions, or declarations of condominium, as applicable, which shall be administered by a sub association for each townhome or condominium development.

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

12.7 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Declarant owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Further, until such time as the Declarant shall no longer be entitled to elect a majority of the members of the Board, subject to the requirements of Section 720.3075(5), Florida Statutes (2013), the Declarant shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any

manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Area, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to any permit issued by the ACOE must have prior written approval of ACOE. Any amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the current public records of City of Jacksonville, Florida.

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

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

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

12.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of City of Jacksonville, Florida.

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

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

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY

DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

13.13 Consent to Owner Dispute Resolution. Notwithstanding anything to the contrary herein, Declarant agrees on behalf of itself and the Association, that the Association unconditionally expressly agrees and consents in all respects to be bound by and follow any dispute resolution provision (including, without limitation, any arbitration provision) set forth in an Owner's sales contract with Declarant, or any other entity that constructs a Residence, in the event the Association elects, on behalf of one or more Owners, to bring any claim against Builder, Builder or any other entity relating one or more Buildings, Lots or Residences (including, without limitation, any alleged construction defect matter).

[Signatures begin on next page]

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal as of the day first written above.

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

Louis P. Lowling
Name Printed: Louis P. Lowling
Mercedes M Stock
Name Printed: Mercedes M. Stock

DREAM FINDERS HOMES LLC,
a Florida limited liability company

By: [Signature]
Robert E. Riva, Jr., Esq.
General Counsel and Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by physical presence this 8th day of December 2021, by Robert E. Riva, Jr., Esq., as General Counsel and Vice President of Dream Finders Homes LLC, a Florida limited liability company, on behalf of the company, [] who is personally known to me or [] who has produced a driver's license as identification.



Mercedes M Stock
(Print Name Mercedes M. Stock)
NOTARY PUBLIC, State of FLORIDA
Commission # GG 963430
My Commission Expires: 2/27/2024

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

[Signature]
Name Printed: Shawn B. AD

[Signature]
Name Printed: Mercedes M. Stock

**DUNNS CROSSING UNIT 2 & 3
HOMEOWNERS ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: [Signature]
Louis Cowling
Director

**STATE OF FLORIDA
COUNTY OF DUVAL**

The foregoing instrument was acknowledged before me by physical presence this 8th day of December, 2021 by Louis Cowling, as a Director of Dunns Crossing Unit 2&3 Homeowners Association, Inc. a Florida not-for-profit corporation, on behalf of the company, who is personally known to me or who has produced a driver's license as identification.

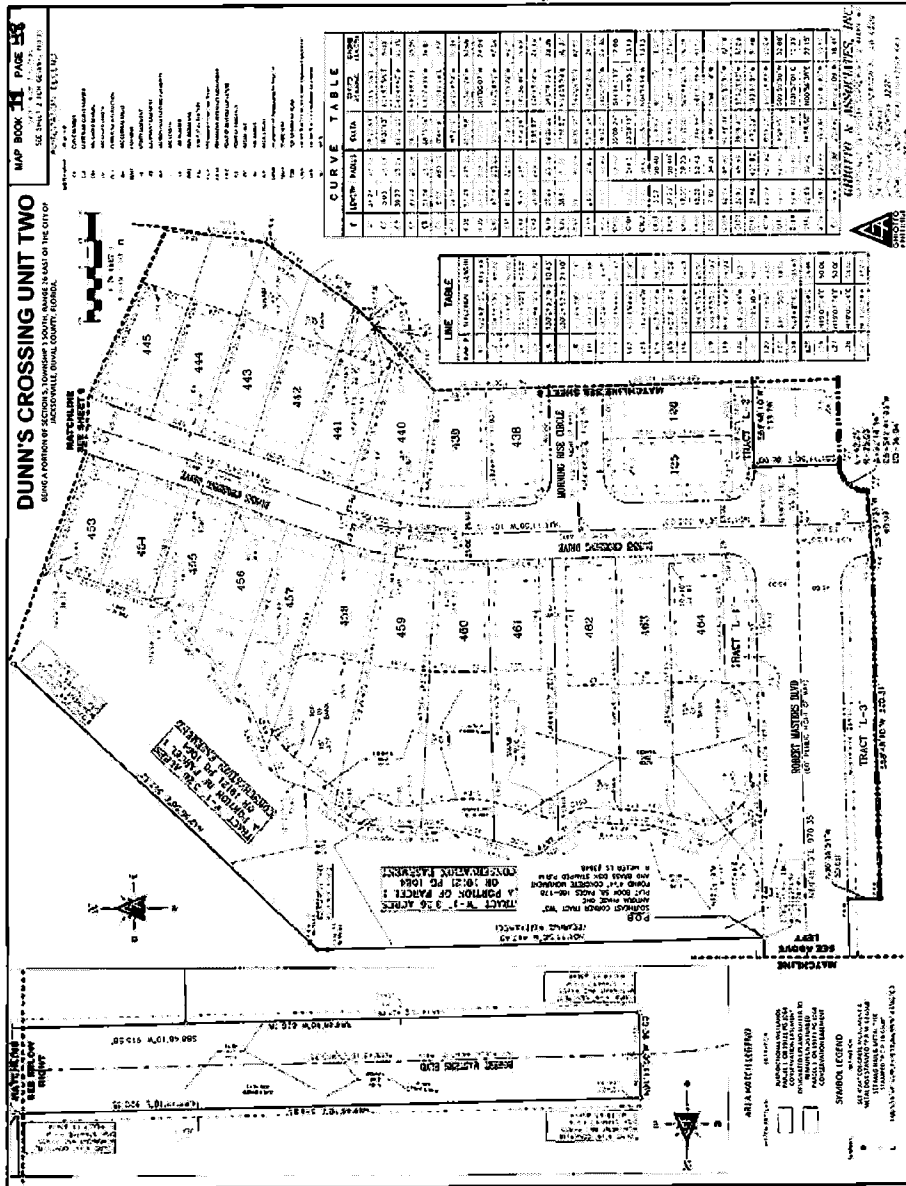


[Signature]
Notary Public, State of Florida
Name: Mercedes M. Stock

My Commission Expires 2/27/2024
My Commission Number is: GG963430

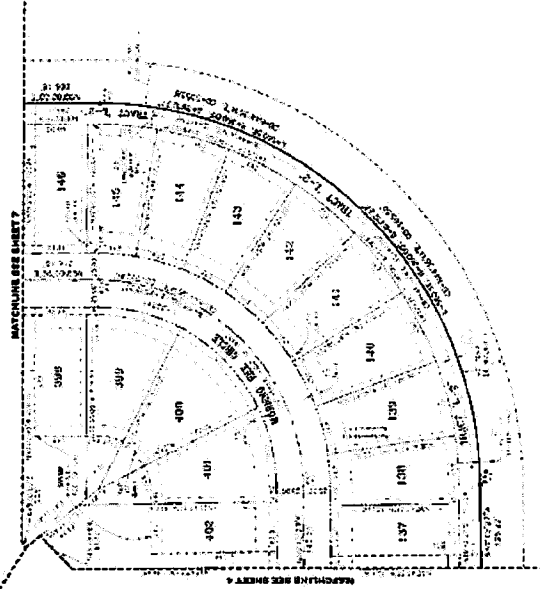
EXHIBIT A

Legal Description of the Property



DUNN'S CROSSING UNIT TWO
 BEING A PORTION OF THE
 UNDIVIDED BAY COUNTY ROAD

MAP BOOK PAGE 351
 SET SHEET 31.0 CORNER MARKS



CURVE TABLE

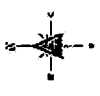
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ABBREVIATION LEGEND

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| 1 | PROPOSED |
| 2 | EXISTING |
| 3 | ADJUSTED |
| 4 | ADJUSTED |
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| 98 | ADJUSTED |
| 99 | ADJUSTED |
| 100 | ADJUSTED |

LINE TABLE

| LINE # | SCALE | LENGTH | AREA |
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| 4 | 1:100 | 100.00 | 100.00 |
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| 91 | 1:100 | 100.00 | 100.00 |
| 92 | 1:100 | 100.00 | 100.00 |
| 93 | 1:100 | 100.00 | 100.00 |
| 94 | 1:100 | 100.00 | 100.00 |
| 95 | 1:100 | 100.00 | 100.00 |
| 96 | 1:100 | 100.00 | 100.00 |
| 97 | 1:100 | 100.00 | 100.00 |
| 98 | 1:100 | 100.00 | 100.00 |
| 99 | 1:100 | 100.00 | 100.00 |
| 100 | 1:100 | 100.00 | 100.00 |



AREA HATCH LEGEND

PROPOSED
 EXISTING
 ADJUSTED

SYMBOL LEGEND

PROPOSED
 EXISTING
 ADJUSTED

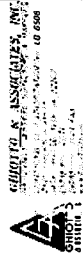


Exhibit B - Articles of Incorporation

**Electronic Articles of Incorporation
For**

N21000002033
FILED
February 15, 2021
Sec. Of State
tscott

DUNNS CROSSING UNITS 2 & 3 HOMEOWNERS ASSOCIATION,
INC.

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

Article I

The name of the corporation is:

DUNNS CROSSING UNITS 2 & 3 HOMEOWNERS ASSOCIATION,
INC.

Article II

The principal place of business address:

14701 PHILIPS HIGHWAY
SUITE 300
JACKSONVILLE, FL. 32256

The mailing address of the corporation is:

14701 PHILIPS HIGHWAY
SUITE 300
JACKSONVILLE, FL. 32256

Article III

The specific purpose for which this corporation is organized is:

OPERATE HOMEOWNERS' ASSOCIATION FOR DUNNS CROSSING UNITS 2
AND 3.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

ROBERT RIVA
14701 PHILIPS HIGHWAY
SUITE 300
JACKSONVILLE, FL. 32256

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: ROBERT RIVA

N21000002033
FILED
February 15, 2021
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

ROBERT RIVA
14701 PHILIPS HIGHWAY
SUITE 300
JACKSONVILLE, FLORIDA 32256

Electronic Signature of Incorporator: ROBERT RIVA

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D
PATRICK METCALF
14701 PHILIPS HIGHWAY
JACKSONVILLE, FL. 32256

Title: D
BATEY MCGRAW
14701 PHILIPS HIGHWAY, SUITE 300
JACKSONVILLE, FL. 32256

Title: D
LOUIS COWLING
14701 PHILIPS HIGHWAY, SUITE 300
JACKSONVILLE, FL. 32256

Exhibit C**BYLAWS**
OF
DUNNS CROSSING UNIT 2 & 3 HOA.**I. DEFINITIONS.**

All defined terms contained herein which are defined in the Declaration of Easements, Covenants, Conditions and Restrictions for **DUNNS CROSSING UNIT 2 & 3 HOA** ("Declaration") to be recorded in the public records of Clay County, Florida, and in the Articles of Incorporation of the Association, shall have the same meanings as such terms are defined in the Declaration and Articles of Incorporation.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the **DUNNS CROSSING UNIT 2 & 3 HOA** ("Association") shall be located at 14701 Philips Highway, Suite 300, Jacksonville, Florida 32256 or at such other place as may be established by the Board of Directors of the Association from time to time.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person, group of persons, corporation, limited liability company, limited liability partnership or other entity who is a record fee simple owner of a Lot or any other portion of the Property, and the Developer as long as it owns any Property subject to the Declaration, shall be a member of the Association (the "Members") as provided in the Articles of Incorporation of the Association, and shall have the voting rights as set forth in the Articles of Incorporation, provided that any such person group of persons, corporation, limited liability company, limited liability partnership or other 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 shall not be separated from, ownership of any Lot or parcel within the Property.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest lawful rate and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

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

B. Any vacancy occurring on the Board because of death, resignation, or other termination of services of any Director, shall be filled by the Board, except that the Developer shall be entitled to fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director

elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office and thereafter until his successor shall have been elected or appointed, and shall have qualified to sit on the Board.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members appointed by the Developer) shall be made by the Members and any Member may nominate himself or herself at any time up to and including at the meeting in which the election is to be held.

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

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

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

E. A quorum must be present at a meeting of members in order for an election of members of the Board to be valid and binding. If the election is conducted by mail, then a sufficient number of ballots to represent a quorum must be received by the Association on or before the date established by the Board for receipt of ballots. If voting is by mail and in person, the number of Members present and those voting via mail must represent a quorum.

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

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

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

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

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

5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the Members and their guests thereon, including reasonable admission charges if deemed appropriate.

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

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

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

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

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

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

3. With reference to assessments of the Association:

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

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

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

VII. DIRECTORS MEETINGS.

A. Regular meetings of the Board shall be held quarterly, the date and time for Board Meetings shall be determined by the Board. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association, or by any two (2) Directors, upon three (3) days prior notice to each Director shall be required.

C. Meetings of the Board of Directors shall be open to the Members. Notices of meetings shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting, or mailed to the Membership in accordance with the statute, except in an emergency. Notice of any meeting of the Board of Directors during which assessments are to be established, shall specifically contain a statement that the assessments shall be considered and contain a statement of the nature of such assessments to be considered.

D. The transaction of any business at any meeting of the Board, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records of the Association and made a part of the minutes of the meeting.

VIII. OFFICERS.

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

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

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

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

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

F. The Vice President, or the Vice President(s) so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his

absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be the secretary of the Board, and shall record the votes and keep the minutes of all meetings of the Members and of the Board of Directors in a book to be kept for that purpose. The Secretary shall keep all records of the Association and shall record in the book kept for that specific purpose all of the names of the Members of the Association together with their addresses as registered by such members.

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

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

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

IX. COMMITTEES.

A. Initially the only standing committee of the Association shall be the Architectural Review Board. The Architectural Review Board shall have the duties, authorized and functions as described in the Declaration and as elsewhere described in these Bylaws.

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

X. BOOKS AND RECORDS.

The books, records and papers of the Association shall at all times, during reasonable business hours be subject to inspection by any Member. The Association shall at all times maintain the Declaration, Articles of Incorporation, these Bylaws, and any architectural criteria or rules and regulations, and all amendments thereto as a part of its official records. The Association shall retain the minutes of all meetings of the Members

and the Board of Directors and all of its budgets and financial records and reports for not less than seven (7) years.

XI. MEETINGS OF MEMBERS.

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

B. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon the written request of Members holding a majority of all the votes allocated to the entire Membership.

C. Notice of all meetings of the Members shall be given to the Members by the Secretary. Notice may be given to the Member either personally, by sending a copy of the notice through the mail, postage fully prepaid, to his or her address appearing on the books of the Association or via e-mail at the e-mail address appearing on the books of the Association. Each Member shall be responsible for registering his or her address and telephone number with the Secretary and notice of the meeting shall be mailed to him or her at such address. Notice of the annual meeting of the Members shall be delivered at least forty-five (45) days in advance. Notice of any other meeting, regular or special, shall be mailed at least thirty (30) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence, in person or by proxy, of the Members holding not less than thirty percent (30%) of the total votes in the Association as established by the Articles of Incorporation, shall constitute a quorum of the Membership for any action governed by the Declaration, the Articles of Incorporation, or these Bylaws.

XII. PROXIES.

A. Except for elections of the Board of Directors, at all meetings of the Members, each Member may vote in person or by limited or general proxy.

B. All proxies shall be in writing and shall state the date of the proxy and the date, time and place of the meeting for which the proxy is given, and must be signed by the authorized Member giving the proxy. A proxy shall be effective only for the specific meeting for which it is given, as such meeting may be lawfully adjourned and reconvened from time to time. No proxy shall extend beyond a period of ninety (90) days from the date of the meeting for which it was originally given, and every proxy shall automatically cease upon the sale by the Member of his interest in the Property. All proxies shall be revocable at any time at the pleasure of the Member who executes same, and may include powers of substitution.

C. For elections of the Board of Directors, the Members shall vote in person at a meeting of the Members, or by a written ballot that each Member personally casts.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: **DUNNS CROSSING UNIT 2 & 3 HOMEOWNERS ASSOCIATION, INC.**, not for profit, 2021.

XIV. AMENDMENTS.

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

XV. INCONSISTENCIES.

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

Adopted by the Board of Directors of
**DUNNS CROSSING UNIT 2&3
HOMEOWNERS ASSOCIATION,
INC.**, a Florida corporation not-for-
profit effective the 16th day of
February, 2021.

DUNNS CROSSING UNIT 2 & 3 HOA ARB Guidelines

SECTION 1. APPROVAL REQUIRED FOR ALL IMPROVEMENTS.

In order to ensure the development of the Property as a community of the highest quality in which all improvements are harmonious in architectural design and aesthetic appearance, the ARB reserves the right of exclusive power and discretion to approve, or disapprove, all improvements placed on the property. The ARB will provide a reason for applications that are not approved.

The required application form must be **completed** and submitted for any proposed improvements. No improvement may be made on any part of the Property without the prior consent of the ARB. Applicants receiving approval of proposed improvements may thereafter make minor changes to landscaping and vegetation without further approvals, so long as such changes are harmonious with the previously approved landscaping plans.

If any improvement is completed prior to submission and is denied, the Owner will have 30 days from date of written notification to correct the issue.

SECTION 2. SUBMISSION AND REVIEW OF PLANS

A. Submittal Process

Prior to making any improvements or new construction, the Applicant shall submit detailed plans and specifications set forth in Section 3 below. The ARB reserves the absolute right to refuse approval of any plans which in its opinion are not suitable or do not comply with the terms of this document. The ARB shall evaluate each application for its total effect upon the Applicant’s parcel and the overall property. This evaluation may involve matters of judgment and tastes that cannot be reduced to an objective list of measurable criteria. The approval of any improvement or new construction does not obligate the ARB to approve applications involving similar designs, aesthetic appearance or locations on a parcel for other proposed improvements or new construction.

B. Fees

The ARB does not require Application or Review Fees for any improvements installed by or on behalf of **Dream Finders Homes, LLC** (the “Homebuilder”), **TFCC Dunns Crossing, LLC** (the “Developer”), or any affiliated entity.

| Type of Construction/ Improvements | Applicable Fees |
|---|-----------------|
| Major Residential Improvements: Screen rooms, Florida rooms, additions, Swimming pools, etc. | \$45.00 |
| Minor Residential Improvements: (Fences, landscape modifications, exterior paint, satellite dishes, etc.) | \$35.00 |
| Resubmittal Fee: This fee can be waived at the discretion of the ARB. | \$10.00 |

SECTION 3. PLANS AND SPECIFICATIONS: APPROVAL PROCESS.

In connection with the review of any proposed improvement or new construction, and unless waived by the ARB, the Applicant shall submit the following documents (accompanied by such additional information and materials, which in the opinion of the ARB may be required for its review):

| | |
|--------------------------------------|-----|
| Zoning | PUD |
| Max Lot Coverage by Building: | 50% |
| Max Building Height: | 35' |
| Min Setbacks: | |
| Front: | 20' |
| Side: | 5' |
| Side Corner: | 10' |
| Rear: | 10' |

1. Survey that includes but not limited to all property lines, setbacks, easements, flood plain boundaries, conservation area boundaries, driveways, walkways and fences. The proposed surface contours and elevations of portion of the property shall be in compliance with the drainage plan as set forth by the county.
2. Scaled Floor plans or plans denoting location and dimensions of improvement
3. Elevation drawings showing all sides of any contemplated structure(s).
4. Summary specification list of proposed materials and samples or photographs of external materials and colors, which cannot be adequately described.
5. Landscaping plans showing location, size, quantity and species of plants, trees and other vegetation proposed for use.

After reviewing the application which is deemed complete (that is, a signed application form and all items required for review), the ARB has thirty (30) days in which to approve or disapprove the said application. Applicant will receive written and signed notification of the ARB's decision. The ARB's failure to act within this specified period shall **not** constitute approval whereupon the work may begin.

SECTION 4. ARCHITECTURAL PLANNING CRITERIA

In Order to achieve the objectives stated in Section 1 of this document and to help applicants plan and design proposed improvements, the following standards are adopted as the Architectural Planning Criteria to be followed.

A. Single Family Dwelling Units

B. Roofs and Chimneys

1. The main roof must have a minimum of 5:12 roof pitch with small accent areas able to be smaller or greater but not less than 4:15 for accent areas or structural reasons.

2. All chimneys are required to have caps. All chimney caps, in addition to spark arrestors, must be painted to match the chimney color (or complimentary color if the home is brick).

C. Windows and Doors

1. Decorative glass front doors, screen doors and storm doors are permitted as long as they are approved by the ARB.
2. The frame for a screen door or storm door, must match the existing trim on the home.

D. Storm Protection Devices / Storm Shutters

1. Permanently installed storm protection devices require ARB Approval.
2. The devices must blend into the architectural detail on all elevations.
3. Application for installation must include detailed scale drawings of all elevations
4. Storm protection devices may be deployed no more than 24 hours before the effective time of a declared hurricane watch and must be removed within 48 hours of a storm passing.

E. Air Conditioners

1. All air conditioner equipment must be located behind the house or on the side of the house.
2. All equipment must be screened from view with vegetation that is as tall as the A/C equipment within 1 year of planting.
3. No window air conditioner units or similar type, that penetrates the exterior of the structure, shall be installed in any structure on the property.

F. Gutters

1. All gutters must match the color of the fascia.
2. Downspouts must match the color of the fascia or the body color of the home.

G. Driveways and Walkways

1. The driveway and apron must be constructed out of poured in place concrete, stamped concrete pavers or brick pavers.
2. County sidewalk must be constructed out of poured in place concrete even where it crosses over the driveway.
3. All walkways must be constructed out of poured in place concrete, stamped concrete pavers or brick pavers.
4. Front porches and back porches may be concrete, pavers, stained or tiled, as long as they are approved by the ARB.
5. Driveways and walkways must be installed as to not restrict or impede the designed flow of drainage.

H. Landscaping

Landscaping is an essential design element to the community and to the individual homes within this community. Landscape design should be integrated into the design of the home, from its inception. The use and preservation of native and naturalized landscape materials is strongly encouraged. Planting plans should strive to have as strong an impact as possible at the time of installation. New planting compositions should employ simple plant massing and a limited palette of plant types in order to build unity and cohesiveness in the design.

All landscaping will be in accordance with the requirements of the applicable City/County Landscape ordinances. Nothing herein shall be construed to be less than nor to reduce the requirements of the City/County. Landscape plans submitted shall not be at a smaller scale than 1"=10'-0". Landscape on lots must start at the street pavement and must extend to the Conservation Area in the backyard; to the normal water line at lake edge; and/or must extend to and blend with any common area landscape, built or natural, in order to create a continuous landscape improvement. All trees, shrubs, screen material, berms, paving patterns, ground cover areas and any other information necessary to convey the design intent shall be shown. Plant names, height, spread and quantities of all material should be shown. Plant distances in the case of hedge material and ground covers, and spot elevations where earthwork is part of the design intent, will also be required. All front elevations require landscape; pools, spas, decks and screen enclosures must also be a part of the landscape plan.

All Landscape modifications will also be reviewed and approved by the HOA's Landscape consultant.

1. Acceptable Landscape Materials and Practices

- a) The following plant quality standards shall apply to landscape plants.
- b) All trees and shrubs shall be Florida No. 1 or better as defined in "Grades and Standard for Nursery Plants," Part I and Part II, State of Florida, Department of Agriculture, in the most current edition.
- c) Grass sod is to be Stenotaphrum Secundum variety: Floratam or Floratine. St Augustine grass on sandy soil type.
 - i) Zoysia grass will be considered on a case by case basis.
- d) All shrub beds and natural areas not covered with sod shall receive a three (3") inch layer of mulch.
- e) Bare ground is not acceptable.

2. General Guidelines

- f) Planting and mounding is to be executed in such a manner as to provide positive drainage of all areas, it is the responsibility of the owner/builder/landscape contractor to insure positive drainage is maintained.
- g) All sites must be graded to maintain positive drainage.
- h) All yards, from street pavement to property line, conservation area line or normal water line, must be finished with appropriate sod; excepting perimeter foundation shrubs, other shrub and ground cover beds or areas of existing tree preserve.
- i) When installing a pool, the landscape plan must be adjusted to accommodate the minimum perimeter foundation and include shrubs which wrap and extend around each corner of the enclosure or corner of the deck. The perimeter shrubs must wrap each corner.
- j) Corner Lots with side yards towards the street must be landscaped in a character similar to that of the front yards.
- k) No artificial vegetation is allowed.
- l) Decorative Landscape Borders are strictly prohibited.

3. Irrigation Systems

- a) All yards must be supplied with an automatic irrigation system with a rain sensor.
- b) Irrigation wells are not allowed.

4. Trees

- a) Existing trees may be substituted for required trees at the discretion of the ARB, and must be a minimum distance of 15 feet from slab. (Type, caliper, and condition of tree considered.)
- b) If a homeowner wishes to move or remove an existing tree or replace an existing tree, the homeowner must submit to the Architectural Review Board.

Mulch

- c) The approved colors for natural mulch are Cypress Brown and Pine Bark.
- d) Rock is not allowed to be used as mulch.
- e) White rock sand, pebbles, wood chips or similar materials shall not be an acceptable alternative to grass or ground cover in the yard.

I. Garages

1. No garage shall be converted to living space.
2. Garage Screen Doors are strictly prohibited throughout the community.

J. Temporary Movable Structures.

1. No sheds, exterior storage structures or temporary movable structures are to be erected or permitted to remain on any portion of the Property.
2. Temporary movable structures include, but are not limited to, above ground swimming pools, boats, trailer, mobile home or tent.

K. Freestanding Structure

1. Any freestanding structure contemplated for a lot such as a pavilion, gazebo, cabana, etc. must be submitted for approval.
2. Approval will be granted only upon the merit of the structure and determination that it will not materially adversely affect the neighborhood.

L. Playground Equipment / Freestanding Chimneys / Recreation Structures

1. All lots will be required to screen/filter the view of Playground Equipment, Freestanding Chimneys and/or Recreation Structures from view of streets, adjacent and surrounding properties.
 - a) The equipment must be screened with vegetation or fence.
 - b) At installation, the vegetation must screen a minimum of 50% of the height of the structure.
 - c) The vegetation must maintain its foliage for twelve months of the year.
2. Prior to installation, a detailed plan/picture including height, materials, color must be submitted to the ARB for approval.
3. Playground Equipment, Freestanding Chimneys and/or Recreation Structures must be placed behind the rear of the home.
4. Basketball hoops are allowed, however they must be movable and placed inside the garage when not in use.
5. All playground equipment must be earth tone in color, including any tents, slides, etc.
6. Maximum Height of any structure is twelve (12) feet.

M. Screen Room Enclosures and Florida Rooms

1. **Two-Story Screen Rooms are Strictly Prohibited.**
2. Screen rooms must be the color dark bronze (almost black) or black.
3. The roof on a screen room must be screen or have a roof with shingles to match the roof on the existing home, and meet roof pitch standards.
4. All drawings must include dimensions, transition detail between existing house and new structure, roof material (a sample shingle is to be supplied or picture of existing home to show roof color).
5. The plans must also include door locations and if there will be a kick plate installed.
6. If a kick plate is to be installed, landscaping must be installed to screen the kick plate from view from adjacent properties.
 - a. A landscaping plan with the types and gallon size of materials to be used must also be submitted
7. Florida Rooms must:
 - a. Meet roof pitch standards;
 - b. Have a roof with shingles to match the roof on the existing home; and
 - c. Be constructed of the same materials as the body of the home or complimentary materials.

N. Window Treatments and Covering

1. No reflective window coverings or treatments are permitted.
2. All window covering shall have linings or other treatment so that the exterior appearance of the window appears neutral.
3. No unsightly objects shall be placed in windows visible from the street or other properties.

O. In Ground Swimming Pools

1. In ground swimming pools are allowed
2. The submittal must include a current survey showing location of pool, pool equipment, screening for the pool equipment and construction access.
3. The submittal must include the color of the pool surface (tile & marcite) and sample of the pool deck material.
 - a. Brochures illustrating the pool surface colors and deck material are acceptable.
4. Pool equipment must be screened, from view from the adjacent properties with landscaping, a fence or a permanent wall. If the pool is being installed as part of the Dream Finders Homes sale, there are no additional requirements regarding landscape, as the standard Dream Finders Homes landscape package is sufficient. However, if the Pool is installed post-closing the landscaping must have an opacity requirement of 80% (i.e., hedges such as ligustrum and viburnum).

5. A plan for construction access is to be included and if access is on property other than your own, an approval letter from that property owner is required.

Hot Tubs

1. Above ground hot tubs are permitted, but only allowed if contained within a screen room or Florida room.
2. The submittal should include the dimensions of the hot tub, with pictures or brochure.
3. Also the submittal must include a landscaping or fencing plan to completely screen the tub from view from adjacent properties.
4. In ground hot tubs must abide by Swimming Pool standards

P. Antennas and Satellite Dishes

1. No more than one (1) satellite dish and one (1) antenna may be installed on any one property.
2. Any exterior antenna or satellite dish must be submitted to the ARB for approval.

Q. Grading

1. No portion of the property shall be graded and no changes in elevation of any portion of the property shall be made which would adversely affect any adjacent property.
2. All homes abutting drainage retention areas must have sod installed down to the normal water level.

R. Trash Containers

1. All garbage and trash shall be stored in closed containers which must be placed and maintained in accordance with rules and regulations adopted by the County.
2. All garbage and trash containers shall be kept within an enclosed area in a location approved by the ARB except when being made available for pickup.
3. If the County has supplied Bins for trash and recycling, these may not be placed curbside before 5 pm the day before pick-up and must be removed by dusk the day of pick-up.

S. Mailboxes

1. In compliance with the USPS, the Developer has installed centrally located mailbox kiosks throughout the community in lieu of individual mailboxes.

T. Exterior Lighting, Potted Plants on Front Porch, Herb Gardens and Lawn Ornaments

1. All exterior lighting and lawn ornaments must be submitted to the ARB for approval.
2. Rope lighting is not an approved lighting.
3. Potted Plants on Front Porch Patios may either be less than 2 feet in height or if larger screened from street view.
4. Artificial Vegetation is not allowed.

5. Herb Gardens are allowed in rear yard as long as they are screened from view with a fence and/or landscaping.

U. Flags and Flag Poles

1. Homeowners may display flags per the CC&R's.
2. Small seasonal decorative flags will be considered on a case-by case basis.

V. Fences

1. All fence requests, including invisible fencing, must be submitted to and approved by the ARB.
2. No fencing, including invisible fencing, shall extend beyond the midpoint of the structure into the front yard.
3. No fencing shall extend outside the limits of the property, such as onto lake banks or into wetland areas.
4. If a fence exists along a side or rear property line of an adjoining lot, no other fence will be allowed along the same property line (i.e. fences may not be constructed back to back).
5. For Lake Lots, the approved fence types are: (i) 4 Foot black aluminum open picket fence on all sides of the Property or (ii) 4 Foot White vinyl open picket fence on the back property line and the Rear 16 Feet of the side property lines, with a gradual transition from the 6 Foot White vinyl fence to the 4 Foot Black aluminum or 4 Foot White vinyl open picket. The top rail must be flat (no pickets). On lots adjacent to the lake, a gate will be required so that owners may fulfill their responsibility to maintain the lake slope down to the water's edge.
6. On non-Lake Lots approved fence type is 6 Foot White Vinyl, tongue and groove privacy fence. Use of a four-foot black aluminum open picket fence on the rear Property line for lots that are abut Preserves and Conservation areas will be considered on an individual basis.
7. Fences are not allowed to be installed in drainage easements / maintenance easement. Fences must be installed so the bottom is at least 4" above grade so as not to interfere with the flow of storm water.
8. On corner lots, on the side of that is perpendicular to the street only single gates not more than 4' wide may be installed pending the ARB's approval. No double gates are allowed. In addition the fence may not be installed outside of the Building Restriction Line ("BRL") of the street or curb side of the home.

SECTION 5. SIGNAGE

A. Address Plaques

1. An Address Plaque will be installed by the Builder prior to Home Closing.
2. To ensure compliance with 911 Regulations and a harmonious streetscape throughout the community, Builder will install all address plaques above the frame surrounding the garage door at the corner which is closest to the front entry of the home.

ARB Application is on the Following Page

DUNNS CROSSING Unit 2 & 3 ARB Application

To : Dunns Crossing Unit 2 & 3 Homeowners Association, Inc.

Attn: Architectural Review Board

c/o _____ Property Management

Attn: _____, Property Manager

_____, FL _____

Phone : (____) ____-____

Fax : (____) ____-____

Email :

Website :

Date Submitted : _____

Owner Name : _____

Property Address : _____

City, State, Zip : _____

Lot # : _____

Phone : _____

Email : _____

Type of Proposed Improvement, Please Check One:

- Antennas and Satellite Dishes
- Driveways and Walkways
- Exterior Color Change
- Exterior Lighting, Potted Plants on Front Porch, Herb Gardens and Lawn Ornaments
- Fencing (Note: Lake Lots may only be fenced with black aluminum fencing.)
- Flags and Flag Poles
- Freestanding Structures: Playground Equipment, Chimneys, Gazebos, Sculptures, Fountains, etc.
- Garages
- Gutters
- Hot Tubs
- Landscaping – Submittal requires review & approval by the ARB’s Landscape Consultant.
- Roofs and Chimneys
- Screen Room Enclosures and Florida Rooms
- Storm Protection Devices / Storm Shutters
- Swimming Pool
- Windows and Doors
- Other: *(Please Describe)* _____

Please Include the Following to Expedite Review/Approval:

- 1 Survey that includes but not limited to all property lines, setbacks, easements, flood plain boundaries, conservation area boundaries, driveways, walkways and fences.
- 2 Scaled Floor plans or plans denoting location and dimensions of improvement.
- 3 Elevation drawings showing all sides of any contemplated structure(s).
- 4 Summary specification list of proposed materials and samples or photographs of external materials and colors, which cannot be adequately described.
- 5 Landscaping plans showing location, size, quantity and species of plants, trees and other vegetation proposed for use.