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DECLARATION OF

COVENANTS AND RESTRICTIONS

FOR

BREAKWATER VILLAS

ST. JOHNS COUNTY, FLORIDA

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**DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR BREAKWATER VILLAS
ST. JOHNS COUNTY, FLORIDA**

NOTICE: As provided herein, each owner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the Public Records of St. Johns County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made on this ____ day of February, in the year Two Thousand Twenty-Six by **CENTURY COMMUNITIES OF FLORIDA, LLC**, a Colorado limited liability company (hereinafter referred to as the “**Declarant**”).

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of that certain real property located in St. Johns County, Florida which real property is hereinafter identified as the “**Breakwater Villas Community**”; and

WHEREAS, the Declarant intends to develop a single family residential subdivision on the Breakwater Villas Community to be known as “**Breakwater Villas**”; and

WHEREAS, the Declarant desires to provide open spaces, green belts and other facilities for the benefit of the persons who shall reside on the “**Lots**” (as that term is hereinafter defined); and

WHEREAS, in order to insure the enjoyment of such open spaces, green belts and other facilities by the residents of the said Lots, and in order to protect and enhance the value of the said Lots, it is desirable to create an association to own, maintain and administer such open spaces, green belts and other facilities, and to administer and enforce the covenants and restrictions imposed by this Declaration on the individually owned properties, and to collect, hold and disburse the charges and assessments provided for in this Declaration; and

WHEREAS, it is intended that every owner of any of the said Lots automatically, and by reason of such ownership and this Declaration, become a member of the aforesaid association and be subject to its valid rules and regulations and the assessments and charges made by such association;

NOW, THEREFORE, the Declarant for itself, its successors and assigns, does hereby subject and submit the Breakwater Villas Community to the provisions of this Declaration. The Declarant, for itself, its successors and assigns, hereby further covenants that the Breakwater Villas Community shall hereafter be held, transferred, sold, conveyed, used, leased, occupied, mortgaged

or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration.

ARTICLE I DEFINITIONS

As used in this Declaration, the following terms shall have the meanings ascribed to them in this Article I, such definitions being cumulative of those set forth elsewhere in this Declaration.

“Annual Assessment” shall have the meaning specified in Section 4 of Article V hereof, and shall constitute the assessments which, pursuant to the provisions of Article V hereof, shall be levied by the Association against the Lots each year for the purpose of raising the funds necessary to pay the **“Annual Expenses”** (as that term is defined in Section 3 of Article V hereof).

“Approved Fence Details” shall have the meaning specified Section 3 of Article VI hereof.

“Articles of Incorporation” shall mean the Articles of Incorporation of the Association which are set forth on **Exhibit B** attached hereto, as the same may be amended from time to time.

“Association” shall mean Breakwater Villas Homeowners Association, Inc., a Florida non-profit membership corporation.

“Association Common Area Property” shall mean all real property within the Breakwater Villas Community that is owned or leased by the Association or dedicated for use or maintenance by the Association or its members regardless of whether title to such real property has been conveyed to the Association.

“Board of Directors” shall mean the Board of Directors of the Association.

“Breakwater Villas Community” shall mean the entirety of the real property described on **Exhibit A**, hereto attached and made a part hereof, together with any additional lands annexed in by a supplemental declaration recorded in the St. Johns County Public Records pursuant to Article IX, Section 2.

“Bylaws” shall mean the Bylaws of the Association, which are set forth on **Exhibit C** attached hereto, as the same may be amended from time to time.

“Declarant” shall mean Century Communities of Florida, LLC, a Colorado limited liability company, and shall include any successor or assign of Century Communities of Florida, LLC pursuant to any Assignment of Declarant Rights recorded in the St. Johns County Public Records transferring the Declarant rights to a third party. **“Declarant”** shall have the meaning assigned to **“Developer”** as set forth in Chapter 720 of the Florida Statutes.

“Declaration” shall mean this Declaration of Covenants and Restrictions for Breakwater Villas as the same may be amended from time-to-time in accordance with Article IX hereof.

“Foreclosure Administration Fee” shall mean a fee assessed to the purchaser of a Unit at foreclosure or deed in lieu thereof as more particularly described in Section 7 of Article V hereof.

“First Mortgage” shall mean a Mortgage conveying a first priority lien upon or security title to any Lot.

“Initiation Assessment” shall have the meaning set forth in Section 6 of Article V hereof.

“Limited Common Area” shall mean a portion of the Common Area reserved for the exclusive use of one or more, but less than all, of the Lots.

“Lot” shall mean each portion of the Breakwater Villas Community which has been subdivided for use as an individual building lot for the construction of a Unit.

“Mortgage” shall mean a mortgage, or other instrument conveying a lien upon or security interest in title to the Property.

“Person” shall mean a natural person, corporation, trust, partnership or any other legal entity.

“Rules and Regulations” shall mean rules and regulations promulgated by the Association regarding the use of the Lots, the Association Common Area Property or any other portion of the Breakwater Villas Community as more particularly described in Article IV, Section 1 hereof, as may be amended from time to time.

“Specific Assessments” shall have the meaning set forth in Article V, section 6 hereof.

“Subdivision Plat” shall mean, collectively, all subdivision plats (including replats) filed in the plat book records of St. Johns County, Florida with respect to the Breakwater Villas Community.

“Unit” shall mean the single family residence and related improvements constructed or to be constructed on a Lot. Except where the context requires otherwise, “Unit” shall be used interchangeably with “Lot”.

“WMD” shall mean the St. Johns Water Management District

“WMD Permit” shall mean the permit issued by the St. Johns Water Management District, a copy of which is set forth on **Exhibit D** attached hereto.

“Zoning Conditions” shall mean the zoning conditions imposed on the Breakwater Villas Community by the applicable government authorities of The Vilano Beach Town Center Overlay District within St. Johns County including the conditions approved by the North Coastal Design Review Board on January 11, 2023 and April 12, 2023 as Ordinance VBTCDR 2022-09 as modified by VBTCDR 2023-01.

St. Johns

ARTICLE II

LOTS

Section 1. Lots Subjected to this Declaration. Each Lot shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots, including, but not limited to, the lien provisions set forth in Article V hereof. All of the terms, provisions, liens, charges, easements, covenants and restrictions set forth in this Declaration as applicable to the Lots shall be a permanent charge thereon, and shall run with title Lots unless and until this Declaration is terminated pursuant to the provisions set forth herein.

Section 2. All Lots Bear the Burdens and Enjoy the Benefits of this Declaration. Every person who is a record owner of a fee or undivided fee interest in any Lot does, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title to such Lot, agree to all of the terms and provisions of this Declaration. Each of the Lots is subject to all the burdens, and enjoys all the benefits, made applicable hereunder.

Section 3. Easements Over the Lots. The Lots shall be subjected to, and the Declarant does hereby grant to the appropriate grantees thereof, the following easements:

(a) Each Lot shall be subject to all easements which are shown and depicted on the Subdivision Plat as affecting and burdening such Lot;

(b) Each Lot shall be subject to an easement for slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity that might interfere with slopes or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow; and

(c) Each Lot shall be subject to an easement for the entry by the authorized agents and representatives of the Association to go upon such Lot under the circumstances, and for the purposes described in Article VIII of this Declaration;

(d) Each Lot on which a fence shall have been erected shall be subject to an easement for the connection to such fence of a fence which may be erected on an adjoining Lot with the approval of the Board of Directors, as provided for in Article VI, Section 3, paragraph (c) hereof.

ARTICLE III

ASSOCIATION PROPERTY

Section 1. Association Common Area Property. The Declarant shall have the right to transfer and convey to the Association any portion of the real property located in the Breakwater Villas Community. The Declarant shall also have the right to convert any Lot to common area of the Association, and to convert any common area into a Lot.

All portions of the Breakwater Villas Community which shall be transferred to the Association by the Declarant (a) shall be conveyed to the Association by quit claim deed free of debt encumbrance, and (b) shall be conveyed to the Association subject to the rights, restrictions,

and easements set forth in this Article III, irrespective of whether the deed of conveyance shall make a specific reference to such rights, restrictions, and easements.

By joining in the execution of this Declaration, the Association does hereby covenant and agree to accept all conveyances of the Association Common Area Property which may be made to it pursuant to, and in accordance with, the terms and provisions of this Section 1.

Section 2. Members' Rights in Association Common Area Property. Every owner of any Lot shall have a non-exclusive right and easement of enjoyment and use in and to the Association Common Area Property and such right and easement shall be appurtenant to, and shall pass with, the title to the Lot(s) owned by such owner. Such right and easement of enjoyment and use are and shall be subject to the easements which are described in this Article III and to the right of the Association to promulgate reasonable rules and regulations regarding the use of Association Common Area Property, and the right of the Association, as provided in the Bylaws, to suspend the enjoyment rights of the owner of any Lot during any period in which any assessment which is due to the Association from such owner remains unpaid for a period of greater than ninety (90) days, and such period as the Board of Directors may consider appropriate for any infraction of its published rules and regulations. In addition, the Board of Directors may permit other persons who are not residents of any Lots to use the Association Common Area Property upon such terms and conditions, and for the payment of such fees, as shall be determined by the Board of Directors.

There shall be no obstruction of the Association Common Area Property, nor shall anything be kept, parked or stored on, attached to, or removed from any part of the Association Common Area Property without the prior written consent of the Board of Directors, except as otherwise specifically provided herein. The Association Common Area Property is subject to the limitations and restrictions thereon specifically set forth in this Declaration and, subject to such limitations and restrictions, are permitted to be used only for the purposes approved by the Board of Directors or for which the Association Common Area Property is designed, and not for any other activities.

Section 3. Easements Over Association Common Area Property. All Association Common Area Property shall be subject to, and Declarant and the Association do hereby grant, the following easements:

(a) An easement across, in, under, over and through the Association Common Area Property for the purposes of the construction, installation, repair, maintenance and use of all utility and drainage facilities as exist on the date of the conveyance thereof to the Association; and

(b) An easement in favor of Declarant for the exclusive use of such portions of the Association Common Area Property as may be reasonably desirable, convenient or incidental to the construction and installation of improvements on, and the sale of, any Units or Lots, including, but not limited to, sales and business offices, model residences, storage areas, construction yards, construction trailers, signs and promotional activities. As part of the easement rights granted to Declarant hereunder, Declarant shall have a right of access, ingress and egress for vehicular and pedestrian traffic over, under and on the Association Common Area Property, the right to tie into any portion of the Association Common Area Property for driveways, parking areas and walkways and the easement rights in respect of utility and drainage facilities as described in Section 3(a) of this Article III. Such easements shall be exercisable by any and all persons

whom the Declarant shall authorize to exercise the same, including, without limitation, real estate sales agents and brokers and builders of residences upon the Lots, irrespective of whether such persons are affiliated with the Declarant. Such easements shall exist notwithstanding any provision of this Declaration which might be construed to the contrary, but shall terminate at such time as the construction on the Lots of residential buildings has been completed and all of the Lots shall have been conveyed to owners thereof who shall not have acquired the Lots for the purpose of immediate resale of the same. Such easements shall and do exist without affecting the obligation of the owner of any Lot to pay assessments or charges coming due during such period of time as portions of the Association Common Area Property shall be used by authorized persons pursuant to the exercise of the easements herein stated.

Section 4. Damage or Destruction. In the event that any improvements located on any Association Common Area Property shall be damaged or destroyed on account of the occurrence of any casualty, the Board of Directors shall proceed with the filing and settlement of all claims arising under any policy of insurance maintained by the Association with respect to such improvements and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed improvements.

Any such damage or destruction shall be repaired or reconstructed unless it shall be decided not to repair or reconstruct such damage or destruction within ninety (90) days after the occurrence of the casualty, by a majority of the total vote of all then existing classes of membership of the Association. In the event that it shall be so decided not to repair or reconstruct any such damage or destruction, the proceeds of any insurance as may become payable to the Association as a result of such damage or destruction shall be applied to such purposes as may be determined by the Board of Directors.

Section 5. Transfer or Encumbrance. Until termination of the Class B Membership, Declarant may elect to modify development plans for the Breakwater Villas Community in a manner that requires adjustments and modifications to the boundaries of the Association Common Area Property, including without limitation, conversion of Lots to Association Common Area Property and conversion of Association Common Area Property to Lots. In order to facilitate such adjustments and modifications, the Association shall, at Declarant's request, transfer and convey to the Declarant any portion of the Association Common Area Property included within a Lot on a proposed or recorded Subdivision Plat. Upon recording of a deed whereby the Association conveys Association Common Area Property to the Declarant, the property conveyed by such deed shall no longer constitute Association Common Area Property. No approval from the Association, or from anyone else whomsoever shall be required in order for the Association to transfer and convey Association Common Area Property to Declarant as described above. By joining in the execution hereof, the Association does hereby covenant and agree, upon Declarant's request as aforesaid, to transfer and convey to Declarant any portion of the Association Common Area Property included within a Lot on a proposed or recorded Subdivision Plat.

Except as specifically described in this Section 5, in no event shall the Association abandon, encumber, sell or transfer, directly or indirectly, any portion of the Association Common Area Property unless such abandonment, encumbrance, sale or transfer shall be first approved in writing by two-thirds of the voting interests of the Association.

ARTICLE IV THE ASSOCIATION

Section 1. The Association. Prior to the date this Declaration has been recorded in the Public Records of St. Johns County, Florida, the Declarant has caused the Association to be formed, and the Association does now exist, under its Articles of Incorporation and Bylaws.

The Association is and shall be responsible for the ownership, maintenance, management and operation of the Association Common Area Property, the enforcement of the covenants and restrictions set forth in this Declaration, and the performance of such other duties and services as the Board of Directors shall deem to be in the best interests of the members of the Association. The Association shall have the right to promulgate reasonable rules and regulations regarding the use of the Lots, the Association Common Area Property or any other portion of the Breakwater Villas Community (the “**Rules and Regulations**”). The Association may, but shall be under no obligation to, include in the Rules and Regulations design guidelines for the making of improvements or the placement of items on the Lots, and for the changing of the exteriors of the Units. The Association may modify and amend the Rules and Regulations as frequently as the Board of Directors may elect to do so. Notwithstanding the inclusion of any design guidelines in the Rules and Regulations, no owner of any Lot may change the exterior of the Unit or the “standard landscaping” on such owner’s Lot, unless the same has been approved by the Board of Directors, as provided for in Article VI, Section 3 of this Declaration, provided, however, that nothing herein shall prevent the owner of any Lot from installing and maintaining “Florida Friendly Landscaping” pursuant to the rights set forth in Florida Statute 373.185.

Section 2. Membership. Every person who is, or who becomes, a record owner of a fee or undivided fee interest in any Lot is and shall be a member of the Association; provided, however, that any such person who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. The transfer of ownership of a fee or undivided fee interest in any Lot shall automatically transfer membership in the Association, and in no event shall such membership be severed from the ownership of such Lot.

Section 3. Classes of Membership; Voting Rights. The Association shall have two classes of voting membership: Class A and Class B.

(a) Class A. The Class A members shall be all those persons holding an interest required for membership in the Association, as specified in Section 2 of this Article IV, except for those persons who are Class B members. The Class A members shall be entitled to one (1) vote for each Lot owned by such member.

(b) Class B. The Declarant shall be the sole Class B member. The Class B member shall be entitled to five (5) votes for each Lot owned by the Class B member. Upon the transition of control of the Association from the Declarant to the non-Declarant members pursuant to operation of one of the transition provisions set forth in Florida Statute 720.307, the Class B membership shall automatically terminate and cease to exist, and the Class B member shall be and become a Class A member insofar as it may then hold any interest required for membership by Section 2 of this Article IV.

From and after the date at which the Class B membership automatically terminates and ceases to exist, such membership shall not be renewed or reinstated.

Section 4. Compliance; Suspension of Membership Rights; Specific Assessments. Each member shall comply with and abide by (and shall cause all persons occupying or visiting any Lot owned by such member to comply with and abide by) all provisions and restrictions set forth in this Declaration and all rules and regulations adopted by the Board of Directors regarding the use, occupancy or maintenance of the Lots or the use of the Association Common Area Property. The membership rights of any member of the Association, including the right to vote and to use the Association Common Area Property, may be suspended by the Board of Directors for violating the same in the manner provided for in the Bylaws. Any such suspension shall not affect such member's obligation to pay assessments coming due during the period of such suspension and shall not affect the permanent charge and lien on the member's property in favor of the Association. In addition, the Board may levy Specific Assessments (as defined in Article V, Section 6 of this Declaration).

Prior to assessing any Specific Assessments or fines in accordance herewith, the Board of Directors shall deliver written notice to the noncompliant member of the specific nature of the violation and the action necessary by the member to cure the violation. Any member in receipt of such notice shall have (i) fourteen (14) days thereafter or such longer time as the Board of Directors shall determine in its sole discretion, to cure the specified violation, and (ii) the right to an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors. After the expiration of the cure period described above, and unsuccessful hearing appeal, if applicable, the member shall incur a Specific Assessment or fine for each day that the violation has not been cured by the action described in the notice from the Board of Directors. In no event, however, shall the amount of each individual daily Specific Assessment or fine exceed \$100.00 per occurrence. Notwithstanding the foregoing per day limitation, each day that the applicable violation shall remain uncured shall constitute a separate violation and there is no limitation on the total number or amount of Specific Assessments that may be imposed against a member and such member's Lot(s) due to the continuation of such violation. Specific Assessments and fines may exceed \$1,000.00. Specific Assessments and fines in excess of \$1,000.00 in the aggregate may become liens against the Lot by the filing of a lien in the St. Johns County Public Records.

In no event shall the failure by the Board of Directors to suspend the membership rights of any member of the Association, or to levy any Specific Assessment against such member, on account of the occurrence of any violation by such member (or for which such member is responsible) of any provision or restriction of this Declaration, or any rule or regulation adopted by the Board of Directors, be deemed to constitute a waiver by the Association of its power or authority to do so thereafter on account of the continuation of such violation or the occurrence of any subsequent violation.

Section 5. Meetings of the Membership. All matters concerning the meetings of members of the Association, including the time at which and the manner in which notice of any said meeting shall be given to members, the quorum required for the transaction of business at any meeting, and the vote required on any matter, shall be as specified in this Declaration, or in the Articles of Incorporation or the Bylaws, or by law.

Section 6. Association Acts Through Its Board of Directors. Whenever approval of, or action or inaction by the Association is referred to or called for in this Declaration, such action, inaction or approval shall be by the Board of Directors of the Association, unless it is specifically stated in this Declaration, the Articles of Incorporation or the Bylaws with respect to such action, inaction or approval that the members of the Association must vote. No member of the Board of Directors of the Association or any officer of the Association (including, without limitation, any such individual who shall have been elected by a vote of the Class B member) shall be personally liable to any owner of any Lot for any mistake of judgment or for any other act or omission of any nature whatsoever, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or fraud.

Section 7. Professional Management. The Association may, but shall not be obligated to, obtain and pay for the services of any person or other entity to manage the affairs of the Association, or any part thereof, and may enter into such agreements for the management of the Association Common Area Property as the Board of Directors deems to be in the best interests of the Association.

Section 8. Safety of Owners of Lots. The Association shall not be responsible for the safety of the owner of a Lot or their lessees, guests or invitees. The Association may, but shall not be obligated, to provide security services within Breakwater Villas.

ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD OF DIRECTORS DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE BREAKWATER VILLAS SUBDIVISION OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED.

EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

ARTICLE V ASSESSMENTS

Section 1. Assessments; Lien Therefor. Each person other than the Declarant who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such

ownership, and by taking record title thereto, shall be deemed to covenant and agree to pay to the Association all assessments and charges which are levied by the Association against the Lot(s) owned by such person in accordance with the terms and provisions of this Declaration.

All sums lawfully assessed by the Association against any Lot and the owner thereof, shall, from the time the sums became due and payable, be the personal obligation of the owner of such Lot and constitute a lien in favor of the Association on such Lot prior and superior to all other liens whatsoever, except:

- (a) liens for ad valorem taxes on the Lot;
- (b) the lien of any First Mortgage or the lien of any prior Mortgage recorded in the Public Records of St. Johns County, Florida prior to the recording of this Declaration; or
- (c) the lien of any secondary purchase money Mortgage covering the Lot, provided that neither the grantee nor any successor grantee on the Mortgage is the seller of the Lot.

Section 2. Personal Obligation of Members. Each member of the Association other than the Declarant, by acceptance of a deed or other conveyance to the Lot(s) owned by such member, irrespective of whether it shall be so expressed in any such deed or other conveyance, and by acceptance of ownership of such Lot (s), and by taking record title to such Lot(s), shall be deemed to covenant and agree to pay to the Association:

- (a) Their share of the Annual Assessments which shall be levied by the Association in accordance with Section 4 hereof; and
- (b) When properly authorized in accordance with Section 5 hereof, special assessments, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who is the owner of the Lot against which such assessments are levied at the time such assessments become due and payable. The covenant to pay assessments herein stated is and shall be a covenant running with the land.

Section 3. Purposes of Assessments; Establishment of Reserves.

(a) Assessments. The assessments levied by the Association pursuant to this Article V shall be used to pay the costs and expenses which the Association shall incur in connection with the performance of its duties and responsibilities pursuant to this Declaration, the Articles of Incorporation and the Bylaws (such costs and expenses being herein referred to as the “**Annual Expenses**”). Without limiting the generality of the foregoing, the Annual Expenses shall include the operating expenses of the Association together with reserve accounts for capital expenditures, including without limitation, costs of: repair and maintenance of all Association Common Area Property; payment of all governmental charges, taxes and assessments which shall be levied against all Association Common Area Property; payment of all costs and expenses incurred by the Association in connection with its operations, including, without limitation, the payment of electricity

charges for all lighting located on the Breakwater Villas Community which does not serve a particular Lot; payment of the premiums for all policies of property and liability insurance maintained by the Association with respect to Association Common Area Property; payment of the premiums for all fidelity bonds which shall be obtained by the Association; the maintenance of reserves for the repair and replacement of improvements located on the Association Common Area Property and for such other purposes as the Board of Directors shall determine, in all cases in such amounts as the Board of Directors shall determine; the payment of the fees of such management firms as the Board of Directors shall employ; and payment of the fees for the provision of such professional services as the Board of Directors shall determine to be required by the Association, including legal, accounting and architectural services; and, if applicable, trash pick-up expenses pursuant to Article VII, Section 4 hereof.

(b) Reserves. Notice is hereby provided that reserve accounts have been established by the Declarant pursuant to Florida Statute 720.303(6)(d).

Section 4. Determination of Annual Assessment. Prior to the commencement of each fiscal year of the Association (said fiscal year being specified in the Bylaws), the Board of Directors shall estimate the total amount of the Annual Expenses which are anticipated to be incurred by the Association during such fiscal year, together with the amount of surplus or deficit from the previous year, and shall determine the amount which will be deposited during such fiscal year into reserve funds maintained by the Association. The Board of Directors shall thereupon adopt a budget for the Association's expenditures and reserve fundings based upon such estimate and providing for the total annual assessment to be levied against the members of the Association for such fiscal year (the total assessment which shall be so determined and levied against all of the members of the Association for any fiscal year is herein referred to as the "**Annual Assessment**"). The amounts so determined by the Board of Directors shall be levied against all of the Lots in the Breakwater Villas Community. The amount of the Annual Assessment levied against each Lot shall be the same as the amount levied against every other Lot. Every owner shall be liable for that share of every Annual Assessment which is so determined by the Board of Directors. The Board of Directors shall send a copy of the budget so adopted by it, together with a written notice of the amount of the Annual Assessment so determined for such fiscal year and the amount of such Annual Assessment which shall be levied against each Lot, to the owner of every Lot prior to the commencement of the fiscal year during which such Annual Assessment is to be paid. The amount of such Annual Assessment which shall be levied against each Lot shall be due and payable to the Association in such installments the Board of Directors shall determine, and after notice of the same shall have been given to all of the members of the Association by the Board of Directors, and shall be paid to the Association when due without further notice.

Section 5. Special Assessments. After turnover of the Association in accordance with Florida Statute 720.307, if for any reason, including non-payment of any assessments to the Association by the persons liable therefor, the budget adopted by the Board of Directors for any fiscal year shall prove to be inadequate to defray the Annual Expenses for such fiscal year, or if the Board of Directors shall determine that it is in the best interests of the Association to levy a special assessment to pay the costs of any capital improvements or capital repairs, the Board of Directors shall have the authority to levy a special assessment against the Lots and the owners thereof (other than the Declarant) to raise such needed funds. Any special assessment levied by

the Board of Directors pursuant to the provisions of this Section 5 shall be payable at such times and such installments as the Board of Directors shall determine. Each Lot not owned by the Declarant shall be liable for the payment of an equal share of every special assessment which shall be levied by the Association pursuant to the provisions of this Section 5. Prior to turnover of the Association in accordance with Florida Statute 720.307, Special Assessments may be levied upon the majority vote of Class A membership at a duly called special meeting of the membership at which a quorum is present.

Section 6. Specific Assessments; Fines.

(a) The Board of Directors shall have the power to levy specific assessments (“**Specific Assessment(s)**”) as, in its discretion, it shall deem appropriate. Failure of the Board Directors to exercise its authority under this Section 6 shall not be grounds for any action against the Association and shall not constitute a waiver of the Board Directors’ right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board of Directors has not previously exercised its authority under this Section. Specific Assessments shall include, but are not limited to, the costs of maintenance performed by the Association for which the owner is responsible. The Board of Directors may also specifically assess owners for Association expenses as follows: (a) expenses of the Association which benefit less than all of the Lots may be specifically assessed equitably among all of the Lots which are benefited according to the benefit received; (b) expenses of the Association which benefit all Lots, but which do not provide an equal benefit to all Lots, may be assessed equitably among all Lots according to the benefit received; and (c) expenses incurred by the Association which are a result of the acts or omissions of an owner, occupant or an owner’s invitees or guests. In addition to Specific Assessments, the Board of Directors may levy fines of up to \$100.00 per day against members for violation of the Declaration or Rules and Regulations. Fines may exceed \$1,000.00 in the aggregate and fines in excess of \$1,000.00 may result in liens against the Lot recorded in the Public Records of St. Johns County, Florida.

(b) In the event the Association is served by a common water meter, the Board of Directors shall have the authority to install submeters and assess individual Lot utilities usage charges as Specific Assessments as provided above. This shall include the right to add a charge for the cost of overhead for such submetering, against individual Lots and/or to install separate utility meters for the Lots.

Section 7. Initiation Assessments. At the time the fee title to any Lot shall be conveyed by the owner thereof (including by the Declarant) to a successor owner, there shall be levied against such Lot a one-time initiation assessment (an “**Initiation Assessment**”). Until such time as the Class B membership shall terminate and cease to exist, as provided for in Article IV, Section 3 of this Declaration, the Initiation Assessment shall be an amount to be determined annually by the Board of Directors, but in no event more than one hundred eighty percent (180%) of the Annual Assessment per Lot for that year. After the termination of the Class B membership, the Initiation Assessment shall be equal to one hundred percent (100%) of the amount of that portion of the Annual Assessment which is in effect against such Lot at the time of the conveyance. The Initiation Assessment shall be due and payable to the Association at the time of the closing of the conveyance of the Lot in question and shall be secured by the lien of the Association on such Lot.

In addition, the Initiation Assessment shall be the personal obligation of both the grantor and the grantee of such Lot, both of whom shall be jointly and severally liable for the payment of the same. The Association shall use the amounts received by the Association from the payment of Initiation Assessments for any such purposes as the Board of Directors deems appropriate, including, without limitation, the payment of operating expenses.

Notwithstanding the foregoing, no Initiation Assessment shall be due in connection with inheritance of any Lot on account of the death of the owner thereof or in connection with the subjecting of any Lot to any Mortgage, or the conveyance of any Lot without a Unit constructed thereon.

Section 8. Foreclosure Administration Fee; Estoppel Fees.

(a) Foreclosure Administration Fee. It is recognized that foreclosures of mortgages on Units and/or Lots create substantial administrative and other burdens on the Association. These additional burdens on the Association include, but are not limited to, having to monitor the status of mortgages and legal periodicals to determine when foreclosures occur, searching the St. Johns County, Florida Public Records to determine the names of the purchasers at foreclosure sales, contacting the foreclosure purchasers/owners regarding foreclosure-purchaser responsibilities and assessment obligations and updating Association records multiple times to deal with just a single Unit and/or Lot. Pursuant to this Declaration, the Association is authorized to assess individual owners certain fees and expenses occasioned by and benefiting just those owners or those owners' Units and/or Lots. In accordance with these provisions, and in addition to annual assessments, special assessments, and other charges provided for in this Declaration, except as otherwise specifically set forth in this Declaration provided below, any Person who acquires a Unit and/or Lot at a foreclosure sale of the mortgage on such Unit and/or Lot, or by deed in lieu of a foreclosure, will be required to pay the Association a "**Foreclosure Administration Fee**" of \$925.00 at the time the foreclosure deed or deed in lieu of foreclosure is recorded in the St. Johns County, Florida Public Records. The Foreclosure Administration Fee shall constitute a specific assessment as described in this Declaration.

(b) Estoppel Fee. In accordance with Florida Statute 720.30851, the Association, or its manager, shall provide estoppel certificates upon request by the members within ten (10) business days, and may charge fees for such estoppel certificates so long as such fees do not exceed the limits set forth said statute.

Section 9. Lots Owned by Declarant. Declarant shall be exempt from any assessments so long as Declarant maintains the obligation to deficit fund the operating expenses of the Association in accordance with Florida Statute and as set forth in Section 11 of this Article V.

Section 10. Effect of Non-Payment of Assessments; Remedies of the Association.

(a) In the event that any member of the Association shall fail to pay, within ten (10) days after the date the same is due and payable, any annual or special assessment, or any installment of any annual or special assessment which is payable by him to the Association, the entire amount of such assessment, including the portion thereof which would otherwise be payable

in installments, may be declared by the Board of Directors to be immediately due and payable in full to the Association. All such amounts so declared by the Board of Directors to be due and payable in full to the Association shall be secured by the lien of the Association on every Lot owned by the delinquent member, which lien shall bind such Lot or Lots in the hands of then owner, and the owner's heirs, devisees, successors and assigns.

(b) All amounts which the Board of Directors shall declare to be due and payable pursuant to Article V shall bear interest from the date of delinquency at the lower of the rate of eighteen (18%) percent per annum or the highest rate permitted by law, and the Association may bring legal action against the member of the Association personally obligated to pay the same, or foreclose its lien upon the Lot or Lots of such member, in either of which events such member shall also be liable to the Association for all costs and attorneys' fees which the Association shall incur in connection with the collection of such delinquent amounts. In addition to interest, the Association may charge a late fee equal to the greater of \$25 or 5% of the amount of the delinquent assessment.

(c) In addition to the foregoing, the Association may (i) record a lien against the Lot in the St. Johns County Public Records in accordance with Florida Statute 720.3085 and (ii) suspend the members right to use common areas and amenities of the Association for so long as the member is more than ninety (90) days delinquent in payment of any assessment or fine.

Section 11. Budget Deficits Prior to Termination of Class B Membership.

(a) Prior to the Termination of the Class B Membership, in lieu of the obligation to pay any assessments, Declarant shall be obligated to pay any deficit between the actual operating expenses and the amounts collected by the Association to fund operating expenses. Declarant may elect to commence paying assessments and cease deficit funding Association shortfalls at any time in Declarant's sole and absolute discretion prior to the termination of Class B Membership.

(b) Declarant may pay a subsidy in cash, or by "in kind" contributions of services or materials, or a combination thereof. The fair market value of such services and/or materials, as agreed upon by Declarant and the Association, shall constitute the amount of the subsidy resulting therefrom. If the Association and Declarant cannot agree upon the fair market value of any services and/or materials provided as a subsidy, then Declarant shall supply the Association with a detailed explanation of the services performed and materials furnished, and the Association shall acquire a bid for performing like services and furnishing like materials from an independent contractor, which independent contractor is in the business of providing such services and materials and has been approved by Declarant. Absent manifest error, such bid shall constitute the fair market value of such services and/or materials and the amount of Declarant's subsidy resulting therefrom.

(c) Declarant, in its sole and absolute discretion, may elect to characterize all such subsidized amounts that are used to offset any actual operating deficit of the Association as loans to the Association. At Declarant's request, such loans shall be evidenced by a promissory note(s) from the Association to Declarant, due and payable upon demand, with interest at the rate of ten percent (10%) per annum after demand, unless otherwise negotiated and agreed to by the Association and the Declarant. Failure of a subsidy to be evidenced by a promissory note,

however, shall not diminish or otherwise negatively impact Declarant's characterization thereof as a loan.

Section 12. Association May Recover Costs of Enforcement

(a) The Association shall have the authority to impose and collect interest and late fees on any outstanding amounts due as a result of violations of this Declaration. Additionally, the Association may recover all reasonable legal costs, including attorney's fees, incurred in the enforcement of this Declaration, regardless of whether any suit, action, or proceeding has been fully-adjudicated by a court with jurisdiction over such suit, action, or proceeding . The Association is further empowered to initiate foreclosure proceedings to recover such costs, in accordance with applicable law and the provisions set forth in Article V, Section 10(b).

ARTICLE VI
ARCHITECTURAL CONTROL

Section 1. Architectural Restrictions.

(a) Only one (1) dwelling may be constructed on any Lot.

(b) No structure other than a fence shall be constructed, placed or installed upon any Lot, in a location which encroaches beyond any front, side or rear building set-back line which is depicted on the Subdivision Plat. The location and design of any such fence must be approved by the Board of Directors as provided in Section 3 of this Article.

(c) Pursuant to the Zoning Conditions, [INCLUDE ARCHITECTURAL RESTRICTIONS FROM ZONING AND AS REQUIRED BY DECLARANT – HEIGHT, FLOORS, EXTERIOR FINISH, FLOOR ELEVATION, GARAGE].

(d) In addition to the above architectural restrictions, all Units shall comply with applicable architectural and other dwelling requirements under applicable Vilano Beach Town Center Overlay District, Town of Vilano Beach, and St. Johns County ordinances, including any zoning ordinances for the Breakwater Villas Community and the Vilano Beach Community Redevelopment Area.

Section 2. Combination of Lots. The owner of any two or more contiguous Lots shall have the right to cause such Lots to be combined together by furnishing the Board of Directors with a notice of the owner's intent to do so. Upon the receipt by the Board of Directors of any such notice, the Lot created by such combination shall thereafter be deemed to be a single Lot for all purposes of this Declaration, except as hereinafter provided. Notwithstanding the foregoing, the amount of assessments for which such single Lot shall be thereafter liable pursuant to the provisions of Article V of this Declaration shall be equal to the total assessments for which all of the Lots which were so combined would have been liable had such combination not taken place.

Section 3. Architectural Control.

(a) No building, fence, wall, garage, patio, carport, playhouse, swimming pool, mail-box or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to, change in (including, without limitation, any change in the type of roofing material or in the color of the paint, stain or varnish), or alteration of, any of such structures or any landscaping be made until complete and final plans and specifications, setting forth the information hereinafter described, shall have been submitted to, and approved in writing by, the Board of Directors as to the harmony of the exterior design and general quality with the existing standards of the improvements located on the other Lots, and as to location in relation to surrounding structures and topography. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, said plans and specifications shall be deemed denied pursuant to this Section 3(a) of Article VI. Nothing herein shall prevent a member from installing and maintaining "Florida Friendly Landscaping" pursuant to the rights set forth in Florida Statute 373.185.

(b) The plans and specifications which must be submitted to the Board of Directors prior to the commencement of any structure upon any Lot, as hereinabove provided, shall contain at least the following information:

(i) A site plan showing the shape and size of the proposed structure and its location on the Lot on which the same is proposed to be constructed; and

(ii) Building plans of the proposed structure which shall include an exterior elevation drawing of the proposed structure; and

(iii) In the case of any change or improvement that is addressed in the design guidelines that are part of the Rules and Regulations, a statement regarding the extent to which the same complies with such design guidelines; and

(c) In the event that any construction or alteration work is undertaken or performed upon any Lot without application having been first made and approval obtained as provided in paragraph (a) of this Section 3, said construction or alteration work shall be deemed to be in violation of this covenant, and the person upon whose Lot said construction or alteration work was undertaken or performed may be required to restore to its original condition, at such owner's sole expense, the property upon which said construction or alteration was undertaken or performed. Upon the failure or refusal of any person to perform the restoration required herein, the Board of Directors, or their authorized agents or employees, may, after ten (10) days' notice to such person, enter upon the property upon which such unauthorized construction or alteration work has been performed, and make such restoration as the Board of Directors, in the exercise of its discretion, may deem necessary or advisable. The person upon whose Lot such restoration work shall have been so performed shall be personally liable to the Association for all direct and indirect costs which the Association shall incur in the performance of such restoration work, and the liability for such cost shall be secured by all the liens, and shall be subject to the same means of collection, as the assessments provided for in Article V of this Declaration. Such costs shall be paid to the Association by the person liable for the same at the same time as the next due Annual Assessment payment, as provided in Section 4 of Article V of this Declaration, or at such earlier time, and in such installments, as the Board of Directors shall determine.

Section 4. Declarant Exemption. Notwithstanding anything stated to the contrary herein, nothing contained in this Article VI shall be construed as prohibiting any construction by the Declarant upon any Lot while such Lot is owned by the Declarant, provided, however, that such construction is in compliance with the requirements specified in Article VI, Section 1 of this Declaration. Any new construction performed by the Declarant upon any Lot while such Lot is owned by the Declarant shall be exempt from the provisions of Section 3 of this Article VI.

Section 5. Architectural Advisory Committee. The Association shall establish an Architectural Advisory Committee to perform the responsibilities under Section 3 of this Article VII, which shall consist of three (3) to five (5) members. Members of the Architectural Advisory Committee do not have to be members of the Association. For so long as Declarant owns any Lot (and irrespective of whether the Class B membership has been terminated), Declarant shall have the sole right to appoint the members of the Architectural Advisory Committee. Thereafter, the members of the Architectural Advisory Committee shall be appointed by the Board of Directors, or, if the Board of Directors fails to appoint an Architectural Advisory Committee, then the Board of Directors shall constitute the Architectural Advisory Committee. A quorum shall be established by the presence of a majority of the Architectural Advisory Committee at any meeting of the Architectural Advisory Committee and a majority vote by those Architectural Advisory Committee members present shall constitute an action of the Architectural Advisory Committee. The functions which may be performed by the Architectural Advisory Committee shall include reviews of plans and specifications which are submitted to the Board of Directors and/or the Architectural Advisory Committee in connection with proposals to construct or alter improvements upon the Properties and to make all necessary recommendations and determinations with respect to such plans and specifications.

ARTICLE VII RESTRICTIONS

In order to provide for the maximum enjoyment of the Lots by all of the residents thereof and to provide protection for the value of the same, the use of the Lots shall be restricted to, and shall be only in accordance with, the following provisions:

Section 1. Single-Family Use. All of the Lots shall be restricted exclusively to single-family residential use. The term “single-family” shall include one or more related or unrelated adults, as well as the children of any such adults. No Lot shall at any time be used for any commercial, business or professional purpose. Notwithstanding the foregoing, however, nothing set forth in this Section 1 shall prohibit: (a) the Declarant from conducting such sales, leasing and promotional activities on any Lot as said Declarant shall determine; or (b) the owner of any Lot from using a portion of a building located on such Lot as an office, provided that such use does not create regular customer or client traffic to and from such Lot and no sign, logo, symbol or nameplate identifying such business is displayed anywhere on such Lot; or (c) in a commercial use consistent with the development standards of the Vilano Beach Town Center District and following the application to and approval of the Planning and Zoning Division of St. Johns County, the Vilano Beach Town Center Overlay District, and/or any other governmental authorities having jurisdiction.

Section 2. Prohibited Activities. No noxious or offensive activity shall be conducted on any Lot. Each owner of any Lot, the owner's family, tenants, guests and invitees, shall refrain from any act or use of the owner's property which could reasonably cause embarrassment, discomfort, annoyance or nuisance to any other resident or residents of any other Lot.

Section 3. Nuisances. No nuisance shall be permitted to exist upon any Lot. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any Lot, or any portion thereof.

Section 4. Trash. No portion of any Lot shall be used as a dumping ground for rubbish, trash or garbage, nor shall any rubbish, trash or garbage be permitted to accumulate upon any Lot. Garbage containers shall be stored in a garage or screened on each Lot so that the same shall not be visible from the street or from any part of any other Lot. All rubbish, trash and garbage shall be regularly removed. The Association may contract with a private trash collection company to pick up all usual and customary household trash on a regular basis. In the event the Association contracts with a private trash collection company, the owner of each Lot shall be obligated to use such company. The expense for trash pick-up may be collected from each individual Lot owner as part of the Annual Assessments or Special Assessments under Article V hereof, or the garbage provider may bill the owner of each Lot individually. Trash and recycling receptacles shall be placed at the curb no earlier than 5:00 p.m. the day before pick up and shall be removed within twenty-four (24) hours. Trash pick-up shall also be subject to such reasonable rules and regulations as the Board of Directors may adopt.

Section 5. Animals. No Lot shall be used for the keeping or breeding of livestock animals or poultry of any kind, except that a reasonable number of household pets, as determined by the Board of Directors, may be kept, provided that they are neither kept for breeding nor maintained for any commercial purpose, and provided that none of such pets are permitted to be a source of annoyance to any other resident or residents of any other Lot.

Section 6. Signs. No sign of any kind or character shall be erected on any portion of any Lot, or displayed to the public on any portion of any Lot, without the prior written consent of the Board of Directors, except for customary name and address signs and one "for sale" sign advertising a Lot for sale. The restriction herein stated shall include the prohibition of placement of any sign within a building located on any Lot in a location from which the same shall be visible from the outside and the placement of any sign in or upon any motor vehicle. Notwithstanding anything stated to the contrary, members may be immediately assessed a Specific Assessment for any violation of this Article VII, Section 6.

Section 7. Antennas; Aerials; Satellite Dishes. No antennas, aerials, satellite dishes or other reception devices having a diameter or diagonal measurement greater than one meter shall be installed on any Lot. So long as reception of an acceptable quality is not precluded, the antenna, aerial, satellite dish or other reception device of appropriate size shall be located only on that portion of the Lot which is least visible from public view and shielded so as to minimize any risk and to ensure a nuisance is not created or as otherwise specified in the Rules and Regulations.

Section 8. Clotheslines. Any clothesline erected on a Lot must be located in the yard and be shielded from view from the street. Locations of clotheslines must be approved by the Board of Directors pursuant to Article VI.

Section 9. Flags, Decorative Signs, and Banners. Any flag, decorative sign, or banner to be erected or displayed on a Lot shall require the prior written approval of the Board of Directors which approval may or may not be given in the sole discretion of the Board of Directors. Notwithstanding the foregoing, so long as displayed in a respectful manner, approval of the Board of Directors shall not be required to display (i) one portable removeable flag of the United States of America or the State of Florida, or (ii) one portable, removeable, official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag on a Lot in accordance with Florida Statute 720.304(2). Flagpoles shall not exceed twenty (20) feet in height. Flags may not be larger than six feet (6') by four and one half feet (4.5'), and no more than two flags may be flown on a Lot at any given time. Any flag displayed on a Lot, that is not a United States flag, State of Florida flag, or military flag as set forth above, shall (a) be displayed by a bracket attached to the Unit, (b) be on a removable pole no longer than 5', and (c) not exceed a maximum size of 3' x 4'. Proper flag etiquette must be observed, and the flag may not be torn, tattered, faded or of a controversial type as determined in the sole discretion of the Board of Directors. The Board of Directors may promulgate additional reasonable rules and regulations with respect to the display of any flag, banner, or decorative sign.

Section 10. Window Air-Conditioners. No air-conditioner shall be installed in any window of any building located on any Lot, nor shall any air-conditioner be installed on any building located on any Lot so that the same protrudes through any exterior wall of such building.

Section 11. Temporary Structures. Subject to the right of the Declarant to promote the sale of Lots, no structure of a temporary character, including, without limitation, any shed, trailer, tent, shack, garage or other building, shall be permitted on any Lot at any time, whether temporarily or permanently, except with the prior written consent of the Board of Directors; provided, however, that temporary structures may be erected or placed upon a Lot for use in connection with the repair or construction of structures upon such Lot.

Section 12. Parking; Vehicles; Trailers; Boats; Automobiles.

(a) Except as approved in writing by the Board of Directors and except for public safety vehicles, no vehicle (including, but not limited to, a standard passenger automobile) shall be parked on any portion of the Breakwater Villas Community (including Association Common Area Property, Lots, streets and roadways) other than within a garage on a Lot or on the paved driveway on a Lot.

(b) No passenger vehicle (including a standard passenger automobile) may be stored or repaired on any Lot except as provided in paragraph (c) hereof, or except one (1) may be stored or parked on the paved driveway located on such Lot.

(c) No recreational vehicle, camper, motor home, trailer, boat, watercraft, motorcycle, go-cart or any similar type of vehicle and no truck or passenger vehicle which is not in operating condition with a then current license tag, and no "commercial vehicle" of any kind,

may be stored or repaired upon any Lot, except only within the garage on the Lot, and with the door of such garage kept in a closed position. For the purposes of this paragraph (c), a “commercial vehicle” shall mean any vehicle (including a standard passenger automobile) which bears any indicia of commercial use, including, but not limited to, writing, logos, ladders, ladder racks or signage of a business or commercial nature. The foregoing shall not be deemed to prohibit service vehicles being present on any Lot while the same are being used in connection with the providing of service to such Lot.

(d) The restrictions set forth in subsections (a), (b) and (c) above shall not apply to Declarant for so long as Declarant holds title to any portion of the Breakwater Villas Community for sale or development.

Section 13. Subdivision of Lots. No Lot may be further subdivided into any smaller Lot.

Section 14. Leasing of Units. Units may be leased for residential purposes. All leases shall have a minimum term of at least one (1) year and shall be in writing containing all the standard provisions of a Tenant/Landlord lease agreement. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, Bylaws, and any other rules and regulations of the Association. The lease shall also obligate the tenant to comply with all such documents. Short term rentals of any portion of a Unit for less than one (1) year shall be strictly prohibited in all circumstances, including but not limited to, renting through Airbnb, HomeAway, VRBO, and other short term rental websites. The lease shall include a provision noticing the tenant that in the event the Association notifies the tenant of delinquent assessments for the Lot, the Association may demand the tenant pay rent directly to the Association in accordance with Florida Statute 720.3085(8).

Section 15. Outdoor Lighting. Except for seasonal holiday decorative lights, which may be temporarily displayed between Thanksgiving and January 10th of each year, all outdoor lighting must be approved by the Board of Directors. Permanent soffit lighting may be allowed with AAC approval in accordance with Article VI, Section 5.

Section 16. Basketball Goals. Permanent basketball goals are prohibited on any Lot. Portable basketball goals may be used so long as they are stored in the garage whenever not in use.

Section 17. Window Treatments. Window treatments that are visible from the exterior of the Unit must be compatible with the exterior design and color of the Unit. Sheets, towels, flags, aluminum foil or any other material not intended as use for a window covering are prohibited.

Section 18. Garages. No garage shall be converted into dwelling space or rented out to tenants. Garage doors shall remain closed except when in use.

Section 19. Excavation. No mining, drilling or excavation shall be allowed on any Lot, including without limitation, wells.

Section 20. Firearms and Fireworks. The discharge of firearms within the Community is prohibited; provided, however, the Association, the Board of Directors, the Association's directors, officers, employees and agents shall not have any duty to become physically involved to stop any such discharge. The term "firearms" includes handguns, rifles, shotguns, "B-B" guns, paintball guns, pellet guns, crossbows, paintball guns and other firearms of all types and weapons which expel a projectile, regardless of size or type. Aerial fireworks with a report are prohibited.

Section 21. Retention Ponds. All lakes, ponds and streams within the Property, if any, shall be designated as aesthetic and drainage or irrigation amenities. No swimming, boating, playing, fishing or use of personal flotation devices on all water bodies or lake within the Breakwater Villas Community shall be permitted, save and except for activities specifically permitted by the WMD's rules and regulations and the requirements of the WMD Permit.

Section 22. Solar Panels; Energy Conservation Devices. The Board of Directors must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Unit or Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable Governmental Entity regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Board of Directors. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.0 feet above the surface of the roof of a Unit, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Unit for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

Section 23. Reserved.

Section 24. Wildlife. All members are hereby notified that from time to time alligators, snakes and other wildlife may inhabit or enter into or exit from water bodies or conservation areas within the Community that may pose a threat to people and pets. Disturbing wildlife is prohibited.

Section 25. Hurricane Preparedness. No storm or hurricane shutters or any similar protective covering for the windows or doors of a Unit may be installed unless first approved in writing by the Board of Directors. All hurricane shutters or similar protective window coverings shall be aesthetically pleasing or harmonious with the Breakwater Villas Community. Should severe storm weather occur members may install storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type no sooner than 3 days before the arrival of a named storm based on the projected arrival time of that named storm by the National Weather Service and/or the National Hurricane Center. All storm shutters, hurricane shutters, plywood, tape and/or similar protective window coverings of any type must be removed, taken down and/or taken off no later than 5 days after the specific named storm and/or threat of that named storm has passed.

Section 26. Garage Sales. Garage sales shall be prohibited unless the date, location and time of the garage sale is approved by the Board of Directors.

Section 27. Holiday Displays. Unit owners shall be permitted to display religious and/or holiday signs, symbols and decorations on their Lots of the kinds normally displayed inside or outside of residences located in a single family residential community. However, the Association may adopt reasonable time, place and manner restrictions, including, but not limited to, design criteria and length of time that the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other owners.

Section 28. Access Ramps. Any owner may construct an access ramp on or to their Unit if a resident or occupant of the Unit has a medical necessity or disability that requires a ramp for egress and ingress, provided that (i) the ramp be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use; (ii) plans for the ramp are submitted in advance to the Association; and (iii) the owner submits to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Unit requiring the access ramp. Certification as required under Florida Statute 320.0848 shall be sufficient to meet the affidavit requirement.. The Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

Section 29. Enforcement by Members. In the event that the owner of any Lot, or any person who is entitled to occupy any Lot, shall fail to comply with or abide by any restriction set forth in this Article VII, then the owner of any other Lot who is aggrieved by such failure of compliance or abidance shall have the right to proceed at law or in equity to compel such owner or such occupant to comply therewith and abide thereby. Additionally, any owner of any Lot who, or whose lessee, shall fail to comply with or abide by any such restriction shall be liable for any damages as may be suffered by any other owner of any Lot as a consequence of such failure.

Section 30. Notice to Purchasers and Mortgagees. All prospective purchasers and mortgagees are given notice that use of the Lots and the Common Area is restricted and governed by the Rules and Regulations, as they may be amended, expanded, and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use, enjoyment and marketability of his or her Lot shall be affected by the Rules and Regulations which may change from time to time, and that the current Rules and Regulations may not be set forth in a Recorded Document. Take notice that the Declarant or the Association may have changed the initial Rules and Regulations since the recording of this Declaration. The Association shall provide a copy of the current Rules and Regulations to any prospective purchaser Member or Mortgagee upon written request and payment of the reasonable cost of such copy.

ARTICLE VIII MAINTENANCE OF UNITS, LOTS, AND LANDSCAPING

Section 1. Areas Maintained by Association. Except as otherwise provided herein, the Association shall be responsible for maintaining (a) all landscaped rights-of-way and all entry features; (b) all roads, streets, entranceways and cul-de-sacs in the Subdivision, unless such roads, streets, entranceways and cul-de-sacs are maintained by the applicable governing authority; (c) all Common Area, and all landscaping, paving, streets, structures and improvements of any nature located thereon; (d) all ponds, streams and culverts located on the Property which serve as part of any Stormwater Control Facilities; (e) any common irrigation system installed by Declarant serving the Common Area and

the Lots; (f) all retaining walls constructed on Lots, and (h) routine pressure washing of all exteriors of each Unit and, which is subject to assessment hereunder, including, but not limited to, exterior building surfaces, roofs, gutters, downspouts, grass, and other exterior improvements and betterments, however, notwithstanding the foregoing, the Association shall not be responsible for any repair, replacement, maintenance, or painting of any (i) building surfaces, roofs, gutters, downspout, walks, and other exterior elements other than the cleaning as contemplated under this Section 1 of Article VIII; (ii) that is covered by an Owner's insurance policy; or (iii) screens and screen doors, exterior doors, exterior glass surfaces, windows, window, door, and light fixtures and other related hardware, and any Limited Common Area (including, but not limited to, patios, decks and porches) serving a single Unit; however.

In order to enable the Association to accomplish the foregoing, a perpetual easement in gross over all the Lots, Units and Common Area is hereby granted to the Association for the purpose of unobstructed access over and upon each Lot, Unit, and Common Area at all reasonable times to perform maintenance as provided in this Article. The Owner of any Lot may, at his or her election, plant harmonious trees, shrubs, flowers and grass in his or her rear yard and maintain portions or all of his or her rear yard, provided that such maintenance by the Owner does not hinder the Association in performing its maintenance of the exterior of the Units and its other repair, replacement and maintenance obligations hereunder. No such maintenance by an Owner shall reduce any assessments payable by him or her to the Association. In the event that the need for maintenance or repair by the Association pursuant to this subsection is caused through the willful or negligent act of any Owner, his or her family, guests, invitees or delegates, the cost of such maintenance and repair shall be assessed against the Lot(s) of such Owner(s), and may be collected by the Association as provided herein.

Section 2. Areas Maintained by Owner. Except as provided in Section 1 above, each Owner shall maintain for the routine cleanliness and general upkeep of his or her Lot, including without limitation, the repair, replacement and maintenance of the following: (a) all landscaped areas within the boundaries of the Lot installed by someone other than the Declarant or the Builder, including, without limitation any harmonious trees, shrubs, flowers and grass planted by an Owner in his or her yard (b) any Limited Common Area (including, but not limited to, patios, decks and porches) serving a single Unit; (c) screens and screen doors, exterior doors, exterior glass surfaces, windows, window fixtures and other related hardware; and (d) all building surfaces, roofs, gutters, downspout, walks, and other exterior elements of the Owner's Unit other than the cleaning as contemplated under this Section 1. All fixtures and equipment installed with a Unit commencing at a point where the utility lines, pipes, wires, conduits or systems are within the Unit's exterior walls, including within any courtyards, shall be maintained and kept in repair by its Owner. An Owner shall not do anything that will impair the structural soundness or integrity of another Lot or Unit, nor impair any easement or hereditament, nor do any act or allow any condition to exist which will adversely affect the other Lots or their Owners. Nothing shall be done in any Lot or in, on or to the Common Area that will impair the structural integrity of the Property or will structurally change any building of which a Unit is a part, except as is otherwise provided in this Declaration. In no event shall interior walls or partitions contributing to the support of any Unit or Common Area be altered or removed.

. Each wall which is built as a part of the original construction of a building upon the Property and placed on a boundary line between Lots, and all reconstruction or extension of such walls, shall

constitute party walls. Except as provided in this Article, the general rules of law regarding party walls, lateral support in below-grade construction and liability for property damage due to negligence or willful acts or omissions shall apply to party walls on the Property. The following rules and principles shall also apply to the party walls:

- (a) Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, including below grade waterproofing, shall be shared by the Owners who make use of the wall or benefit therefrom in proportion to such use and benefit.
- (b) Construction and Reconstruction of Party Wall. The Owner of any Lot may construct, reconstruct, or extend a party wall in any direction (subject to and within the limitation of architectural control and other limitation of the Declaration) with the right to go upon the adjoining Lot to the extent necessary to perform such construction. Such construction shall be done expeditiously. Upon completion of such construction, such Owner shall restore the adjoining Lot to as near the same condition as prevailed before the commencement of such construction as is reasonably practicable.
- (c) Weatherproofing. Notwithstanding any other provision of this Section, an Owner who, by his or her negligence or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (d) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.
- (e) Certification by Adjoining Lot Owner that No Contribution is Due. If any Owner desires to sell his or her Lot, he or she may, in order to assure a prospective purchaser that no adjoining Owner has a right of contribution as provided in this Article, request of the adjoining Owner a certification that no right of contribution exists, whereupon it shall be the duty of each adjoining Owner to make such certification immediately upon request and without charges; provided, however, that where the adjoining Owner claims a right of contribution, the certification shall contain a recital of the amount claimed.

. Owners, Occupants and their guests shall use the common areas maintained by the Association and all other Common Area and all portions of the Subdivision not contained within a Lot at their own risk and shall assume sole responsibility for their personal belongings used or stored thereon. All Owners shall have an affirmative duty and responsibility to inspect the Common Area and all portions of the Subdivision not contained within a Lot for any defects, perils or other unsafe conditions relating to the use and enjoyment thereof. The Association, the Declarant and their respective officers, directors, employees, representatives and agents shall not be held liable for personal injury to any person, nor for loss or damage to personal belongings used or stored on any of the foregoing property. The Association shall not be liable for injury or damage to any person or property: (a) caused by the elements or by an Owner or any other person, (b) resulting from any rain or other surface water which may leak or flow from any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the

maintenance of which is that of the Association or from any portion of the Common Area, or (c) caused by any street, pipe, plumbing, drain, conduit, appliance, equipment, security system, or utility line or facility, the responsibility for the maintenance of which is that of the Association, becoming out of repair. Nor shall the Association be liable to any Owner or occupant for loss or damage, by theft or otherwise, of any property of such Owner or occupant.

ARTICLE IX AMENDMENT

Section 1. Amendment by the Association. The terms, provisions, covenants and restrictions of this Declaration may be amended upon the approval of such amendment by (a) two-thirds (2/3) of the voting interests of the Association, and (b) the Declarant, if the Declarant shall then own any Lot or any other portion of the Breakwater Villas Community. Notwithstanding anything set forth to the contrary in the Articles of Incorporation or Bylaws, the approval of any such amendment by the members of the Association shall be given by each such member either casting a vote in favor of such amendment at a meeting of the members of the Association duly called for such purpose, by such member signing a written approval of such amendment, or by the sworn statement of the President or any Vice President or the Secretary of the Association attached to or incorporated in the amendment, which sworn statement states unequivocally that the consent of the required number of Owners was obtained and that any notices required by this Declaration, the Bylaws, the Articles of Incorporation and Florida law were given. The consent of the Declarant to any amendment pursuant to this Section shall be evidenced by the execution of said amendment by Declarant.

Section 2. Amendment by the Declarant. Prior to transition of control of the Association from the Declarant to the members in accordance with Florida Statute 720.307, Declarant shall have the unilateral right to amend the Declaration, including amendments to annex additional lands into the Declaration, so long as the terms of such amendment are not arbitrary, capricious, or in bad faith; destroy the general plan of development; prejudice the rights of existing members to use and enjoy the benefits of common property, or materially shift economic burdens from the Declarant to the existing members.

Section 3. Requirements for Effectiveness of Any Amendment. Any amendment to the terms, provisions, covenants or restrictions of this Declaration shall become effective only upon the recording in the Public Records of St. Johns County, Florida, of an instrument setting forth such amendment in accordance with the requirements set forth in Florida Statute 720.306(1)(e).

The matters set forth in such instrument shall be presumed to be true and accurate and the amendment which is set forth in such instrument shall be effective, unless it shall be determined by a court of competent jurisdiction that the matters certified to in such instrument are not true and accurate.

Section 4. Acknowledgement of Amendment Procedures. Each person who shall own any Lot, by acceptance of a deed or other conveyance thereto, and by acceptance of such ownership, and by taking record title thereto, and each holder of a Mortgage upon any portion of

any Lot, by acceptance of such Mortgage, thereby agrees that the terms, provisions, covenants and restrictions of this Declaration may be amended as provided in this Article IX.

ARTICLE X STORMWATER MANAGEMENT SYSTEM

Section 1. Stormwater Management System Defined. The "Stormwater Management System" shall be the portions of the Breakwater Villas Community, including improvements thereon, which are designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water or prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Breakwater Villas Community, and shall specifically include all recharge pumps. The Stormwater Management System shall be constructed and operated in accordance with the WMD Permit.

Section 2. Maintenance by Association. The Stormwater Management System shall be owned and maintained by the Association in compliance with all approvals, codes and regulations of governing authorities. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the governing authorities, and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which pursuant to the terms of this Declaration, plat or agreement are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Stormwater Management System shall be as permitted by the WMD and governing authorities.

Section 3. Modification. Neither the Association nor any owner shall take any action which modifies the Stormwater Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the WMD and governing authorities.

Section 4. Easements. The Breakwater Villas Community shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Stormwater Management System. The Association and the governing authorities shall have non-exclusive easements for use of the Stormwater Management System, and an easement for ingress, egress and access to enter upon any portion of the Breakwater Villas Community in order to construct, maintain or repair, as necessary, any portion of the Stormwater Management System, provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Breakwater Villas Community. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over, across, under and through the Breakwater Villas Community. No Person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the WMD.

Section 5. Conveyance by Declarant. Declarant may convey its ownership interest in the lakes, preserves, conservation areas, or other surface water drainage and management systems within the Property to the Association, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

Section 6. Amendment. Any amendment of this Declaration which would affect the Stormwater Management System or the responsibility of the Association to maintain or cause to be maintained the Stormwater Management System must have prior written approval by the applicable governing authorities (as well as a determination by the WMD whether the amendment requires a modifications of the WMD Permit).

Section 7. Maintenance by Owners. Each owner, including builders, shall be responsible for the maintenance, operation and repair of the swales and/or berms on such Homeowner's Lot. "Maintenance, operation and repair" shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales and/or berms to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the WMD. Filling, excavation, construction of fences, placement of any improvement, placement of any structure or otherwise obstructing the surface water flow in any swale and/or berm is prohibited. No alteration of any drainage swale and/or drainage berm shall be authorized and any damage to any drainage swale and/or drainage berm, whether caused by natural or human-induced phenomena, shall be promptly repaired and the drainage swale and/or drainage berm returned to its former condition as soon as possible by the owner of the Lot upon which that drainage swale and/or drainage berm is located.

Section 8. Enforcement. The WMD shall have the right to undertake enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problems with the Stormwater Management System or in mitigation or conservation areas under the Association's responsibility (if any).

Section 9. Transfer. The Association shall have perpetual existence. However, should the Association be terminated, dissolved or liquidated, the Stormwater Management System will be transferred to and maintained by one of the entities identified in Sections 12.3.1(a) through (f) of the WMD's Applicant Handbook Volume I ("Handbook"), which entity shall have the powers listed in Sections 12.3.4(b)1. through 8. of the Handbook, the covenants and restrictions required in Sections 12.3.4(c)1. through 9. of the Handbook, and the ability to accept responsibility for the operation and routine custodial maintenance of the Stormwater Management System and in Section 12.3.4(d)1. or 2. of the Handbook prior to the Association's termination, dissolution or liquidation. The WMD shall approve such entity prior to such termination, dissolution or liquidation of the Association. Further, for purposes of clarity, the WMD shall have the right to take enforcement measures in accordance with Section 12.3.4(c)(8) of the Handbook.

ARTICLE XI INSURANCE

Section 1. Association's Responsibility. The Association shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available.

(a) Blanket property insurance for all insurable improvements on the Common Area insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. All property insurance policies the Association obtains shall have policy limits sufficient to cover the full replacement cost of the insured improvements at the time of the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations and other items normally excluded from property policies. This coverage shall not, however, include any improvements or betterments installed by an Owner or any of the personal property belonging to an Owner, whether or not located inside a Unit. The Association shall be deemed trustee of all Members' interests in all insurance proceeds paid to the Association under any such policies and shall have full power to receive and to deal with such proceeds. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried, except as otherwise provided in this Section.

(b) Commercial general liability insurance covering without limitation, liability for personal injuries and activities in connection with the ownership, operation, maintenance, and other use of the Common Area. The Board shall use its business judgment in deciding upon per occurrence limits for such coverage and shall consider any applicable secondary mortgage guidelines relating to such coverage. The liability insurance shall name, as separately protected insureds, Declarant, any property manager, the Association, the Board, the officers of the Association, the ARC, and their respective representatives, members, agents, and employees with respect to any liability arising out of the maintenance or use of the Common Area.

(c) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law.

(d) Directors' and officers' liability coverage.

(e) Such additional insurance as the Board, in its business judgment determines advisable.

Premiums for all insurance shall be Common Expenses unless the Board reasonably determines that other treatment of the premiums is more appropriate. The Association shall include such premiums in the assessments it levies. The Board shall review the limits of all Association insurance policies at least once a year and shall adjust the policy limits as the Board deems necessary or appropriate. The Association shall arrange for a periodic review of the sufficiency of its insurance coverage by one or more qualified persons. The policies may provide for a reasonable deductible. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots.

Section 2. All insurance coverage obtained by the Board shall: .

- (a) be written with a company authorized to do business in Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate and carries a Best rating of AA or better;
- (b) be written in the name of the Association as trustee for the benefited parties (policies on the Common Area shall be for the benefit of the Association and its Members);
- (c) not be brought into contribution with insurance purchased by Owners, Occupants, or their Mortgagees individually;
- (d) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's membership in the Association or interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving any Owner any interest in the Common Area other than that of a Member); and
- (e) include an endorsement precluding cancellation, invalidation, suspension or non renewal by the insurer conditioning recovery on account of an act or omission of any one or more Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure.

In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners (as a class) as additional insureds for claims arising in connection with the ownership, existence, use or management of the Common Area and provide: a waiver of subrogation as to any claims against the Association's board of directors, officers, employees and its manager, or the Owners and their tenants, servants, agents and guests; a waiver of the insurer's rights to repair and reconstruct instead of paying cash; and an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

Section 3. Owner's Responsibility.

(a) Each Owner of a Lot shall be responsible for obtaining and maintaining at all times hazard insurance at their own expense covering all portions of the Owner's Lot, including Owner's personal property and 100% coverage of the dwelling, structures and other improvements on the Lot with liability limits of not less than the 100% of the Unit replacement cost of any repair and/or reconstruction in the event of damage or destruction from any insured hazard to the Unit. In addition, to the extent not insured by policies of the Association or the extent insurable losses result in the payment of deductibles under the Association's policies, every Owner shall obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Area due to occurrences originating with the Owner's Lot and caused by the Owner's negligence, the Owner's failure to maintain the Owner's Lot or any other casualty within the Lot, which caused damage to any other Lot or Common Area. Additionally, each Owner of a Lot may, at

their option, obtain insurance at their own expense to cover their personal liability, and to provide such other coverage as they may desire.

(b) Owner's policies shall: (i) name the Association as an additional insured; (ii) contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by the Association or of any invalidity arising from any acts of the Association or any other Owners; and (iii) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to the Association. At the Association's request, Owners shall file a copy of each individual policy or policies covering their Lot and personal property with the Board within ten (10) days after receiving such request. Such Owner shall promptly notify the Association in writing in the event such policy is canceled.

(c) No Owner shall do or keep anything on his/her Lot or on the Common Area which shall cause an increase in the premiums for or the cancellation of any insurance maintained by the Association.

Each owner covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the Unit and other improvements on such owner's Lot, the owner shall proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are or may be approved in accordance with this Declaration. The owner shall pay any costs of repair and/or reconstruction which are not covered by insurance proceeds. If the Unit is totally destroyed, the owner may decide not to rebuild and/or to reconstruct, in which case the owner shall clear the Lot of all debris and return that Lot to substantially the natural state in which it existed prior to the beginning of construction of the original Unit, and thereafter such owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

ARTICLE XII TENANTS

Section 1. Collection of Rent from Tenants. If a Lot is occupied by a tenant and the owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the owner related to the Lot have been paid in full to the Association and the Association releases the tenant or until the tenant discontinues tenancy in the Lot. The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

Pursuant to section 720.3085(8), Florida Statutes, we demand that you make your rent payments directly to the homeowners' association and continue doing so until the association notifies you otherwise.

Payment due the homeowners' association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to (full address) , payable to (name) .

Your obligation to pay your rent to the association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice. In that case, you must provide the association written proof of your payment within 14 days after receiving this notice and your obligation to pay rent to the association would then begin with the next rental period.

Pursuant to section 720.3085(8), Florida Statutes, your payment of rent to the association gives you complete immunity from any claim for the rent by your landlord.

Section 2. Tenant Rights. A tenant is immune from any claim by the owner related to the rent timely paid to the Association after the Association has made written demand. If the tenant paid rent to the landlord or owner (if different) for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within 14 days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the owner until the Association releases the tenant or the tenant discontinues tenancy in and of the Lot. The Association shall, upon request, provide the tenant with written receipts for payments made. The Association shall mail written notice to the owner of the Association's demand that the tenant pay monetary obligations to the Association. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of the monies paid to the Association.

Section 3. Eviction. The Association may issue notice under Florida Statute 83.56, and sue for eviction under Florida Statutes 83.59-83.625, as if the Association were a landlord under part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes, and specifically has no obligations under Florida Statute 83.51.

Section 4. No Right to Vote. The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an owner to vote in any election or to examine the books and records of the Association.

Section 5. Appointment of Receiver. A court may supersede the effect of this Article by appointing a receiver.

ARTICLE XIII MISCELLANEOUS

Section 1. Failure of Enforcement. In the event that the Association shall fail to enforce the compliance with any of the provisions of this Declaration by the owner of any Lot, then the owner of any other Lot shall have the right to pursue the dispute resolution procedures set

forth in Florida Statute 720.311; provided, however, in no event shall the Board of Directors, or any officer of the Association, or any of their agents, be personally liable to anyone on account of their failure to enforce any of the terms, provisions or restrictions set forth in this Declaration.

Section 2. Waivers. In no event shall the failure by the Association to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements set forth in this Declaration be construed as a waiver or relinquishment of the future enforcement of any such term, covenant, condition, provision, or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the Association of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by a duly authorized officer of the Association.

Section 3. Duration. This Declaration, and all of the terms, easements, provisions, liens, charges, restrictions and covenants set forth herein, shall run with and bind the land (the Lots), shall be and shall remain in effect, and shall inure to the benefit of, and be enforceable by, the Association, and by any owner of any Lot, their respective legal representatives, heirs, successors and assigns for a period of twenty (20) years, and shall thereafter be automatically renewed for successive ten (10) year periods unless two-thirds of the voting interests of the Association elect to terminate the Declaration.

Section 4. Notices. Unless otherwise prohibited by the Bylaws or this Declaration, all notices and other communications required by this Declaration or the Bylaws shall be in writing and shall be given by: (a) personal delivery; (b) United States mail, first class, postage prepaid; (c) statutory overnight delivery; (d) electronic mail; (e) facsimile; or (f) a secure web site, provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message. Notices given by one of the methods described in (a), (b), (c), (d), or (e) above shall be given:

(i) If to the owner of a Lot, to the address, electronic mail address or facsimile number that such owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such owner;

(ii) If to the occupant of a Unit, to the address, electronic mail address or facsimile number that the occupant of such Unit has designated in writing with the Secretary or, if no such address has been designated, at the address of the Lot on which the occupied Unit is located; or

(iii) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all owners of the Lots of any such change in address.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if any provision of this Declaration

or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

Section 6. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons or other entities violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Lots, to enforce any liens created by this Declaration.

Section 7. Successors to Declarant. In no event shall any person or other entity succeeding to the interest of the Declarant by operation of law or through purchase of the Declarant's interest in all or any portion of the Breakwater Villas Community at foreclosure, sale under power or by deed in lieu of foreclosure, be liable for any act, omission or matter occurring, or arising from any act, omission or matter occurring, prior to the date such successor succeeded to the interest of the Declarant.

Section 8. Non-discrimination. No action shall be taken by the Association or the Board of Directors which would discriminate against any person on the basis of race, creed, color, national origin, religion, sex, familial status or handicap.

ARTICLE XIV EASEMENTS

Section 1. Owners' Easements of Enjoyment. Except as limited by this Declaration, Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association and to every Owner a non-exclusive easement of use and enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. Except as limited by this Declaration, any Owner may delegate his or her rights of use and enjoyment of the Common Area to the members of his or her family, tenants, contract purchasers who reside on the Property, or guests.

Section 2. Walks, Drives, Parking Areas, and Utilities. Declarant hereby reserves unto itself, its successors and assigns, and grants to the Association (after the expiration of the Declarant Control Period) the right to subject all portions of the Property designated or to be designated as Common Area to such easements for driveways, walkways, parking areas, water lines, sanitary sewers, storm drainage facilities and for the maintenance of and general access to all stormwater control structures, gas lines, telephone and electric power lines, television antenna lines, other utilities, ingress, egress and regress and otherwise as it deems to be in the best interests of and necessary and proper for, the Community or any portion thereof.

Section 3. Encroachments and Declarant's Easement to Correct Drainage. Declarant hereby reserves, for the benefit of itself, its successors in interest and assigns, and grants to the Association, the Owners, their heirs, successors and assigns, easements over all Lots and the Common Area for the encroachment of initial improvements constructed on any Lots or Common Area to the extent that such initial improvements actually encroach, including, without limitation,

such items as overhanging eaves, gutters, downspouts, exterior storage rooms, bay windows, steps and walls, upon any of the other portions of the Property. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Declarant, the Association, the Owners and all of their designees. For a period of twenty-five (25) years from the date of conveyance of the first Lot in a parcel or section, the Declarant reserves for itself and its successors in interest and assigns a blanket easement and right-of-way on, over, and under the ground within that parcel, phase or section to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety and appearance. Such rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil or take any other similar action reasonably necessary. After such action has been completed, the Declarant shall restore the affected Property to its original condition to the extent practicable. Declarant shall give reasonable notice of intent to take such action to all affected owners. These rights and reservations are assignable by the Declarant.

Section 4. Easement for Entry Features. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association an easement for ingress, egress, installation, construction landscaping and maintenance of entry features and similar streetscapes for the Community, over and upon each Lot and all Common Area. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry features and the right to grade the land under and around such entry features.

Section 5. Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, the Articles of Incorporation, use restrictions, rules and regulations, any design guidelines, and any amendments thereto, until Declarant's right unilaterally to subject property to this Declaration terminates and thereafter so long as Declarant owns any property in the Community for development or sale, Declarant reserves an easement across the Community for Declarant and any builder or developer approved by Declarant to maintain and carry on development, construction, and sales activities related to property within or near the Community, upon such portion of the Community as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Community. This easement shall include, without limitation: (i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in any portion of the Community as well as any Lot in the Community; (ii) the right to tie into any portion of the Community with driveways, parking areas, sidewalks, and walkways; (iii) the right to tie into or otherwise connect and use (without a tap-on or any other fee for doing so), replace, relocate, maintain and repair any device which provides utility or similar services; (iv) the right (but not the obligation) to construct recreational facilities on the Common Area; (v) the right to carry on sales and promotional activities in the Community; (vi) the right to place direction and marketing signs on any portion of the Community, including any Lot or Common Area; and (vii) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities. Further, the Declarant and any builder or developer authorized by Declarant, may use residences, offices or other buildings owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Community as a sales office or for

marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This section shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.

Section 6. Irrigation. Declarant hereby reserves for the benefit of itself, its successors and assigns in interest and assigns and grants to the Association a non-exclusive, blanket easement to pump water from ponds, lakes and other bodies of water located within the Community for irrigation purposes and to maintain, repair and remove irrigation systems to serve landscaping in Common Area.

Section 7. Easement and Right of Entry for Repair, Maintenance and Reconstruction. The Owner shall have a perpetual access easement over the adjoining lot to the extent reasonably necessary to perform repair, maintenance or reconstruction of his or her home. Such repair, maintenance or reconstruction shall be done expeditiously and, upon completion of the work, the Owner shall restore the adjoining Lot to as near the same condition as that which existed prior to the commencement of the work as is reasonably practicable.

Section 8. Use of Common Area. Subject to any limitation or restriction set forth in this Declaration, Declarant declares that the Common Area are subject to a perpetual, non-exclusive easement in favor of Declarant, the Association and their designees, the Owners and all their family members, guests, invitees and tenants, and appropriate governmental and quasi-governmental agencies to use the Common Area for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and utilities and for such use of the facilities as the same are reasonably intended in accordance with the terms of this Declaration and any Annexation or Supplemental Declaration. If ingress or egress to any Lot or other portion of the Property is through any Common Area, any conveyance or encumbrance of such area is subject to this easement.

Section 9. Right of the Association and Declarant to Enter Upon the Common Area. Declarant hereby reserves for the benefit of itself, its successors in interest and assigns, and grants to the Association and all agents, employees or other designees of Declarant or the Association an easement for ingress, egress and access to enter upon or over the Common Area for the purposes of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of Declarant or the Association, as appropriate. Such easement includes an easement in favor of the Association and Declarant to enter upon the Common Area now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designated or for such purposes as they are hereafter redesignated or as Declarant otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained herein shall be interpreted as imposing any obligation upon the Association or Declarant to maintain, repair, or construct improvements which an Owner is required to maintain, construct or repair.

Section 10. Right-of-Way Over Roadways. Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to

the Association, its members, agents, employees, tenants, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each occupant of a Lot and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual, non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across any roads, streets, entranceways and cul-de-sacs in the Community, including all roads and streets over the Lots, for the purpose of providing access, ingress and egress to and from, through and between the Property.

Section 11. Utility and Drainage Easements. The Property shall be subject to all easements and rights-of-way for utilities and drainage. Such easements are hereby reserved for the use of Declarant, its successors and assigns, and are hereby established for the use of the Association, its successors and assigns. Additionally, Declarant hereby reserves, for the benefit of itself, its successors and assigns, and grants to the Association, its successors and assigns, a non-exclusive easement and right-of-way over, under and along all Lots within the Property for the installation and maintenance of lines, conduits, pipes and other equipment necessary for furnishing electric power, gas, telephone service, cable service, water, irrigation, sanitary sewer and drainage facilities, storm drainage and/or other utilities. Within the above-described easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation of utilities or which may change the direction or flow of drainage channels in the easements. This reservation of easement shall not prohibit the construction of driveways, at locations approved by the ARC, over such easements.

Section 12. Declarant's Right to Assign Easements; Maintenance of Easement Areas. Declarant shall have the right to assign and convey, in whole or in part, the easements reserved by it hereunder. The areas burdened by the easements and rights-of-way reserved by Declarant on each Lot or other portion of the Property pursuant hereto, including any improvements in such areas, which are not to be maintained by the Association or a public authority or utility, shall be maintained continuously by each Owner of such Lot or other portion of the Property, but no structures, plantings or other material shall be placed or permitted to remain upon such area or other activities undertaken thereon which may damage or interfere with the installation or maintenance of utilities or other services, or which may retard, obstruct or reverse the flow of water or which may damage or interfere with established slope ratios or create erosion problems

Section 13. Easement Reserved for the Association and Declarant. Full rights of access, ingress and egress are hereby reserved by Declarant for itself and the Association at all times over and upon any Lot or other portion of the Property for the exercise of the easement rights described in this Article XIV and for the carrying out by Declarant or the Association of the rights, functions, duties and obligations of each hereunder; provided, that any such entry by Declarant or the Association upon any Lot or portion of the Property shall be made with the minimum inconvenience to the Owner of such property as is reasonably practical, and any damage caused as a result of the gross negligence of Declarant, the Association or their employees or agents shall be repaired by Declarant or the Association, as the case may be, at the expense of Declarant or the Association, as the case may be.

Section 14. Additional Easement. Declarant shall have the right to grant over, under, across and upon any portion of the Property owned by Declarant, and the Board shall have the

authority, in its sole discretion, to grant over, under, across and upon the Common Area, such easements, rights-of-way, licenses and other rights in accordance with or to supplement the provisions of this Declaration or as may otherwise be desirable for the development of the Community, by the execution, without further authorization, of such grants of easement or other instruments as may from time to time be necessary or desirable. Such easements may be for the use and benefit of persons who are not Members or Owners. After such time as the members of the Board are no longer appointed by Declarant, the Board shall cooperate with Declarant and execute such grants of easements over the Common Area as may be desirable to Declarant for the development of the Community and the preservation and enhancement of Declarant's interest therein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Century Communities of Florida, LLC and Breakwater Villas Homeowners Association, Inc. have caused this Declaration to be executed by their duly authorized officers on the day and year first above written.

Declarant:

CENTURY COMMUNITIES OF FLORIDA,
LLC, a Colorado limited liability company

By: Century Communities, Inc, a Colorado corporation, as its Manager

Witnessed by:

Witness Signature

Witness Name (print/type)

Witness Signature

Witness Name (print/type)

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me via () physical presence or () e-notarization, this ____ day of February, 2026 by _____ as the _____ of Century Communities, Inc, a Colorado corporation, in its capacity as Manager of Century Communities of Florida, LLC, a Colorado limited liability company, who is () personally known to me or () has produced _____ as identification.

[SEAL]

Notary Public Signature
Print Name: _____
My Commission Expires: _____

JOINDER AND CONSENT OF OWNER

For good and valuable consideration, the receipt of which is acknowledged, TPG AG EHC III (CCS) MULTI STATE 2, LLC, a Delaware limited liability company, its successors and assigns (“Owner”), hereby consents to and joins in the Declaration of Covenants and Restrictions for BREAKWATER VILLAS, a subdivision according to the plat recorded in Plat of Vilano Beach Townhomes subdivision, as recorded in Plat Book 125, page 26 of the public records of St. Johns County, Florida.

This Owner’s Joinder and Consent is made this ____ day of February 2026.

Signed, sealed and delivered in
our presence as witnesses:

TPG AG EHC III (CCS) MULTI STATE 2,
LLC, a Delaware limited liability company,

By: Essential Housing Asset
Management, LLC, an Arizona limited
liability company, its Authorized
Agent

Print Name: _____

Print Name: _____

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this ____ day of _____, 2026, by _____, as
_____ of _____, a
_____ limited liability company.

NOTARY PUBLIC

____ Personally Known
OR
____ Produced Identification
Type of Identification Produced _____

EXHIBIT A

LEGAL DESCRIPTION

Lots 1 through 49, Inclusive, of Vilano Beach Townhomes subdivision, as recorded in Plat Book 125, page 26 of the public records of St. Johns County, Florida.

AND

Tracts 1 through 5 inclusive, of Vilano Beach Townhomes subdivision, as recorded in Plat Book 125, page 26 of the public records of St. Johns County, Florida.

AND

The following rights of way, Castillo Vista Way; Atlantic Vista Place; and Solrise Vista Lane as shown on the Plat of Vilano Beach Townhomes subdivision, as recorded in Plat Book 125, page 26 of the public records of St. Johns County, Florida.

EXHIBIT B

Articles of Incorporation

EXHIBIT C
BYLAWS

OF

BREAKWATER VILLAS HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
OFFICE

Section 1.1 The Breakwater Villas Homeowners Association, Inc. (the “**Association**”) shall at all times maintain a registered office in the State of Florida and a registered agent at that address. The Association may also have such other offices as the Board of Directors shall determine.

ARTICLE II
DEFINITIONS

Section 2.1 Unless the context requires otherwise, the terms defined in the Declaration of Covenants and Restrictions for Breakwater Villas Homeowners Association, Inc., recorded in the Public Records of St. Johns County, Florida (the “**Declaration**”, the Declaration being incorporated herein in its entirety) shall have the same meanings for purposes of these Bylaws as are ascribed to them in the Declaration.

ARTICLE III
MEMBERS

Section 3.1 Membership. The Association shall have two classes of membership, Class A and Class B, which classes of membership shall have the rights conferred upon them by the Declaration and the Articles of Incorporation of the Association, and these Bylaws.

Section 3.2 Annual Meeting. A meeting of the members of the Association shall be held annually at such time and place on such date as the Board of Directors shall determine from time to time.

Section 3.3 Special Meetings. Special meetings of the members of the Association (each, a “**Member**” and collectively, the “**Members**”) may be called at any time by the President (as hereinafter defined) of the Association. Additionally, it shall be the duty of the President to call a special meeting of the Members upon being presented with a written request to do so signed (i) by a majority of the members of the Board of Directors, or (ii) after the termination of the Class B membership, by the Members entitled to cast no less than forty percent (40%) of the total vote of the Association.

Section 3.4 Notice of Meetings. It shall be the duty of the Secretary (as hereinafter defined) of the Association to give a notice to each Member of each meeting of the Members in within the time frames and pursuant to the requirements set forth in Florida Statute 720.306, and each meeting of the Board of Directors within the time frames and pursuant to the requirements set forth in Florida Statute 720.303.

Section 3.5 Quorum. A quorum shall be deemed present throughout any meeting of the Members until adjourned if Members, in person or by proxy, entitled to cast more than one-fourth (1/4) of the votes of the Association are present at the beginning of such meeting.

Section 3.6 Voting. On all matters upon which the Members are entitled to vote, each Member shall be entitled to cast one (1) vote for each home in which he shall own of record a fee interest or an undivided fee interest. In no event, however, shall more than one vote be cast with respect to any home.

During any period in which a Member is more than ninety (90) days delinquent in the payment of any amount due and owing to the Association, the vote which is allocated to any home in which such Member owns a fee interest shall not be counted for any purpose.

Section 3.7 Adjournments. Any meeting of the Members, whether or not a quorum is present, may be adjourned by the holders of a majority of the votes represented at the meeting to reconvene at a specific time and place. It shall not be necessary to give any notice of the reconvened meeting, if the time and place of the reconvened meeting are announced at the meeting which was adjourned. At any such reconvened meeting at which a quorum is represented or present, any business may be transacted which could have been transacted at the meeting which was adjourned.

Section 3.8 Action Without A Formal Meeting. Any action required or permitted to be approved by the members may be approved without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed and dated by members (including the Declarant, if the consent of the Declarant is required) holding the voting power required to pass such action at a meeting held on the record date for such action. The record date for such action shall be the date that the first member signs a consent. If less than unanimous consent is obtained, the approval shall be effective ten days after the Secretary gives written notice of the approval to all members who did not sign a consent. Each signed consent shall be included in the minutes of meetings of members filed in the permanent records of the Association.

Section 3.9 Action By Written Ballot. Any action that may be taken at any annual, regular or special meeting of members may be taken without a meeting if approved by written ballot as provided herein. The Association shall deliver a written ballot to each member entitled to vote on the matter. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. All solicitations for votes by written ballot shall indicate the number of responses needed to meet the quorum requirements; state the percentage of approvals necessary to approve each matter other than election of directors; and specify the time by which a ballot must be received by the Association in order to be counted. A timely written ballot received by the Association may not be revoked. Approval by written ballot of an action shall only be valid when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting held to authorize such action and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. The results of each action by written ballot shall be certified by the Secretary and shall be included in the minutes of meetings of members filed in the permanent records of the Association.

ARTICLE IV DIRECTORS

Section 4.1 Number. The number of members of the Board of Directors shall be three (3). From and after the election of the first Board of Directors to be elected by the Class A Members, the Board of Directors shall continue to consist of three (3) members. The initial Board of Directors shall have staggered terms of one per each of one (1) year, two (2) year, and three (3) year terms.

Section 4.2 Appointment and Election. The Board of Directors shall be elected by the Declarant until the Class B membership is terminated, provided, however, that once fifty percent (50%) of the parcels in all phases of the community which will ultimately be operated by the Association have been conveyed to Members, the non-Declarant Members shall have the right to elect one person to the Board of Directors in accordance with Florida Statute 720.307(2).

From and after the termination of the Class B membership, as provided in the Declaration and the Articles of Incorporation of the Association, the members of the Board of Directors (except for the members of the first Board of Directors to be elected after the termination of the Class B membership) shall be elected at each annual meeting of the Members of the Association and shall serve for a term of one year and until their successors are elected. Notwithstanding the foregoing, after termination of the Class B Membership, the Declarant shall maintain the right to appoint one person to the Board of Directors so long as Declarant holds for sale at least five percent (5%) of the Lots in the community in accordance with Florida Statute 720.307(3).

Each Member entitled to vote shall be entitled to cast one (1) vote for each home owned by such Member for each directorship to be filled on the Board of Directors. Cumulative voting shall not be permitted. The candidates receiving the most votes shall be elected.

Section 4.3 Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining members of the Board of Directors, though less than a quorum of the Board of Directors.

Section 4.4 Duties and Powers. Except as specifically provided otherwise by Florida Statute, the Declaration, the Articles of Incorporation of the Association or these Bylaws, the powers inherent in or expressly granted to the Association may be exercised by the Board of Directors, acting through the officers of the Association, without any further consent or action on the part of the Members. The Board of Directors shall also have the responsibility of discharging all of the duties imposed upon the Board of Directors under the terms and provisions of the aforesaid instruments.

Without limiting the generality of the provisions of this Section 4.4, the Board of Directors shall have the following specific powers:

(a) To suspend the membership rights of any Member of the Association, including the right to vote and use the Association Common Area Property and the facilities located thereon, during the period of time such Member shall be more than ninety (90) days delinquent in the payment of any assessment, assessment installment, or any other amount or amounts as shall be

due and payable to the Association, or shall fail to comply with or abide by any rule or regulation adopted by the Board of Directors in regard to the Association Common Area Property; and

(b) To enter into management agreements for the Association.

Section 4.5 Regular Meetings. Until such time as the Class B membership shall terminate, the Board of Directors shall not be required to hold regular meetings and the Board of Directors shall meet as often as the President shall determine. Thereafter, the Board of Directors shall meet no less frequently than once every six months.

Section 4.6 Special Meetings. Special Meetings of the Board of Directors may be called at any time by (i) signed petition of twenty (20%) of the voting interests of the Association, (ii) the President, or (iii) by any two (2) members of the Board of Directors, on two (2) days' notice to each member of the Board of Directors, which notice shall specify the time and place of the meeting. Notice of any such meeting may be waived by an instrument in writing executed before or after the meeting. Attendance in person at any meeting shall constitute a waiver of notice thereof.

Section 4.7 Action Without A Formal Meeting. Any action required or permitted to be taken at a meeting of the directors may be taken without a meeting if one or more consents, in writing, setting forth the action so taken, shall be signed by a majority of the directors and delivered to the Association for inclusion in the minutes for filing in the corporate records.

Section 4.8 Notices of Meetings. In accordance with Florida Statute 720.303(2)(c), the Secretary shall post notice of all board meetings in a conspicuous place at least 48 hours prior to the meeting of the Board of Directors, except in an emergency. In the alternative, the Secretary may mail notice of the meeting to the Members at least seven (7) days prior to the meeting. If there are more than 100 Members in the Association, the Secretary may provide notice by the alternative means set forth in Florida Statute 720.303(1)(c)(1).

Section 4.9 Compensation. No fee or compensation shall be paid by the Association to the members of the Board of Directors for their services in said capacity. The Board of Directors shall be entitled in all events, however, to reimbursement for reasonable expenses incurred by them in the performance of their duties.

ARTICLE V OFFICERS

Section 5.1 General Provisions. The officers of the Association shall consist of a "President", a "Vice President", a "Secretary" and a "Treasurer". In addition, the Association shall have such other officers as the Board of Directors shall deem to be desirable in connection with the administration of the affairs of the Association. Any two or more offices may be held by the same persons, except the offices of President and Secretary.

Section 5.2 Appointment. All of the officers of the Association shall be appointed by, and shall serve at the pleasure of, a majority of the members of the Board of Directors.

Section 5.3 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Members and of the Board of Directors. The President shall manage, supervise and control all of the business and affairs of the Association, and shall have all of the powers and duties which are incident to the office of the president of a Florida non-profit corporation.

Section 5.4 Vice-President. The Vice President shall perform the duties of the President whenever the President shall be absent or unable to perform such duties. If neither the President nor the Vice-President shall be able to perform such duties, the Board of Directors shall appoint one of their members to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as the President may delegate to him from time to time.

Section 5.5 Secretary. The Secretary (a) shall attend all meetings of the Members and of the Board of Directors and shall keep the minutes thereof, (b) shall be responsible for the preparation and giving of all notices which are required to be given by the Declaration and these Bylaws, (c) shall be the custodian of the books and records of the Association, (d) shall keep a register of the addresses of each member of the Association, and (e) shall perform such other duties as are incident to the office of the secretary of a Florida non-profit corporation.

Section 5.6 Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Association, and shall keep full and accurate financial records and books of account showing all receipts and disbursements and of the Association, and shall prepare all required financial data. The Treasurer shall also perform all of the duties which are incident to the office of the treasurer of a Florida non-profit corporation.

Section 5.7 Compensation of Officers. In no event shall any officer receive any compensation from the Association for serving in such capacity.

Section 5.8 Licensed Community Association Manager. Licensed Community Association Manager or Management Company may perform duties of the officers as directed in writing by the Board of Directors.

ARTICLE VI MISCELLANEOUS

Section 6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 6.2 Certain Notices. Any Member who shall sell or lease any home in which he has a fee or undivided fee interest shall promptly give the Secretary a written notice of such sale or lease, which notice shall also set forth the name and address of such purchaser or lessee. The address so furnished for such purchaser or lessee shall be the address to which the Secretary shall send any notices to be sent to such purchaser or lessee, until such purchaser or lessee shall furnish the Secretary with another address for such purpose.

Section 6.3 Delivery of Notices. Unless otherwise prohibited by these Bylaws or the Declaration, all notices and other communications required by this Declaration or the Bylaws shall be in writing and shall be given by: (a) personal delivery; (b) United States mail, first class, postage prepaid; (c) statutory overnight delivery; (d) electronic mail; (e) facsimile; or (f) a secure

web site, provided that notice shall be deemed given via website only upon proof that the addressee has retrieved the message. Notices given by one of the methods described herein shall be given:

(i) If to a Member, to the address, electronic mail address or facsimile number that such owner has designated in writing and filed with the Secretary, or if no such address has been designated, at the address of the Lot of such owner; or

(ii) If to the Association, the Board of Directors or the managing agent, to the postal address, facsimile or electronic mail address of the principal office of the Association or the managing agent, if any, or at such other address as shall be designated in writing and filed with the Secretary. The Secretary shall promptly provide notice to all Members of any such change in address.

ARTICLE VII AMENDMENTS

These Bylaws may be amended only in accordance with the following procedure: the Board of Directors shall first adopt a resolution proposing the amendment and recommending its adoption by the Members. Such proposed amendment shall then be presented to the Members at a meeting thereof duly called and held for the purpose of considering such proposed amendment. If such proposed amendment is approved by at least two-thirds (2/3) of the votes cast at such meeting, such amendment shall become effective.

ARTICLE VIII INDEMNIFICATION

Each person who is or was a member of the Board of Directors or an officer of the Association shall be indemnified by the Association against those expenses (including attorneys' fees) judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Association under the laws of the State of Florida and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of such owner being or having been a director or officer of the Association. Such indemnification shall be made only in accordance with the laws of the State of Florida and subject to the conditions prescribed therein.

In any instance where the laws of the State of Florida permit indemnification to be provided to persons who are or have been an officer or director of the Association only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Association shall promptly cause such determination to be made (i) by the Board of Directors by majority vote of a quorum consisting of members of the Board of Directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained by majority vote of a committee duly designated by the Board of Directors (in which designation members of the Board of Directors who are parties may participate), consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) or (ii), or if a quorum of the Board of Directors cannot be obtained under (i), and a committee cannot be designated under

(ii), selected by majority vote of the full Board of Directors (in which selection members of the Board of Directors who are parties may participate); or (iv) by the Members, but Members who are also directors who are at the time parties to the proceeding may not vote on the determination.

As a condition to any such right of indemnification, the Association may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Association and at the expense of the Association.

The Association may purchase and maintain insurance on behalf of any such persons whether or not the Association would have the power to indemnify such officers and directors against any liability under the laws of the State of Florida. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by the Members or by an insurance carrier, the Association shall provide notice of such payment to the Members in accordance with the provisions of the laws of the State of Florida.

Exhibit D

WMD Permit



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • 321-984-4940 • www.sjrwmd.com

October 28, 2025

Alex R Acree
Matthews DCCM
7 Waldo Street
St. Augustine, FL 32084
Send via email: aacree@dccm.com

Re: As-Built Response Letter; Vilano Town Center - Vilano Beach Townhomes
Permit Number 21507-9; Item Number 1373669
(Please reference the permit/item number on all correspondence.)

Dear Mr. Acree:

The St. Johns River Water Management District ("District") is in receipt of the As-Built Certification, on form number 62-330.310(1) ("As-Built Certification Form") for the above referenced permit on October 28, 2025. The "As-built Certification Form" was signed and sealed by a "Registered Professional" as required by Section 12.2(1), Applicant's Handbook, Vol. I.

Based on the certification of the received information by a registered professional, the system was constructed in accordance with the approved permitted plans. As such, the permitted project is now in the operation and maintenance phase. Rule 62-330.310(1), Florida Administrative Code (F.A.C.). Please note that this permit remains in the name of the original permittee and has not been transferred to a new operation and maintenance entity.

To transfer the operation and maintenance phase permit to a new entity, please submit form 62-330.310(2), ("Request for Transfer of Environmental Resource Permit to the Perpetual Operational Maintenance Entity Form"). It is vital to include all necessary information. Failure to submit the appropriate final documents will result in the original permittee remaining liable for operation and maintenance of the permitted activities.

Future inspections may be needed to ensure continued compliance with State law and District rules. Furthermore, should it be determined that the "As-Built Certification Form" at the time of submittal did not sufficiently or correctly certify the system, additional corrective action will be necessary to bring the project into compliance with the District's rules and Florida Statutes.

The District encourages you to review the conditions unique to your project. Some projects may require frequent inspections, maintenance, or submittals due to the type of system approved and/or the geographical location. At a minimum, the operation and maintenance (O&M) entity must inspect the stormwater/surface water management system once every two years to determine whether the system is functioning as designed and permitted. The District asks that the O&M entity maintain a record of the inspection and have it available upon request. If the system is not functioning as designed and permitted, please submit to the District an Operation and Maintenance Inspection Certification, on form number 62-330.311(1).

GOVERNING BOARD

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As noted in this letter, the submittal of the As-Built Certification does not transfer the permit to a new entity. Therefore, please notify the District within 30 days of any sale, conveyance or any other transfer of a permitted stormwater/surface water management system or the real property on which the system is located, as required by Rule 62-330.340, F.A.C. This notification will assist the District in the permit transfer process and to ensure that the correct entity is the holder of the legal permit.

Thank you for your cooperation. If you have any questions, please contact Katherine von Canal at (321) 473-1330 or KvonCanal@sjrwmd.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'K von Canal', written in a cursive style.

Katherine von Canal
Senior Regulatory Information Specialist
Office of Records and Regulatory Support

CC: Regulatory File

Dylan Cadwalader
Vilano Springs Development, LLC

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:

St. Johns River Water Management District (SJRWMD)

Return to:

Name	Office of Business and Administrative Services
Agency Name	St. Johns River Water Management District
Street Address	4049 Reid Street / P. O. Box 1429
City, State Zip	Palatka, FL 32178-1429

RE: Permit No.: 21507-9
Grantee: Dylan Cadwalader
Vilano Springs Development, LLC
Parcel ID: 1481300000, 1481400000, 1481300280
County: St. Johns

Notice

The SJRWMD hereby gives notice that Environmental Resource Permit No 21507-9 has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.090(5), Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland compensation areas, and docking facilities.

Conditions

The Permit is subject to the General Conditions set forth in Rule- 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice And Permit

This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice Is Not An Encumbrance

This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release

This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 12th day of September 20 19

Susan Getchell

For Agency

Agency Contact: Office of Business and Administrative Services (OBAS) Office Director

STATE OF: Florida

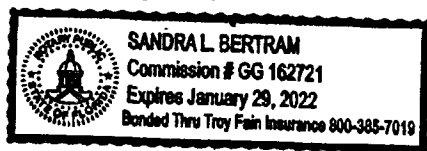
COUNTY OF: Putnam

The foregoing instrument was acknowledged before me this 12th day of September, 2019 by Susan Getchell, Deputy District Clerk (name and title), of the St. Johns River Water Management District.

Sandra L. Bertram

Notary Public Signature

[Notary Seal]



Sandra L. Bertram

Printed/Typed Name

Commission Number: GG162721

My Commission Expires: 01-29-2022

Exhibit A

7/10 VILANO BEACH AMENDED LOTS 18-27 & W10FT LOT 28 (EX S10FT OF LOT 28) &
LOT 36 (EX E200FT IN OR248/727) BLK A OR3320/1496