SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SWEETWATER CREEK SOUTH

THIS SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter "Declaration") is made this ____ day of _____, 2016, by **SWEETWATER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC**., a Florida non-profit corporation, hereinafter referred to as "Association" which declares that the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Property"), shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, liens and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Association and all parties having or acquiring any right, title or interest in the Property or any part thereof. This document fully replaces and supersedes the documents on file with the Clerk of the Court for Duval County, Florida, as were recorded on November 14, 1995, in O.R. Book 8216, Pages 919-937, and as was amended on August 19, 1998, as recorded in O.R. Book 9045, Pages 627 – 634, as was corrected and amended on June 27, 2003, as recorded in O.R. Book 11180, Pages 212 – 217 of the Official Records of Duval County, Florida. The Association intends to subject all the real property and parcels as are described in "Exhibit A" to be governed by this Declaration as well as all applicable Florida law including Chapter 720, Florida Statutes, as they may be amended from time to time.

WHEREAS, the members of Sweetwater Creek South Homeowners Association, Inc., declare, as agreed on _____, by a vote of no less than two-thirds (2/3) of the parcel owners (included within the real property described in "Exhibit A") that said property shall be encompassed by this Declaration, as well as the previously promulgated Bylaws, Articles of Incorporation and/or Rules and Regulations, and such approval is binding on all parties who have a right, title or interest in said property or any part of said property, and to their respective heirs, successors and/or assigns.

WHEREAS, the Association desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of certain "Common Areas" and "Maintenance Areas" (as such terms are hereinafter defined) and to this end, desires to subject the Property, together with such additions thereto as may hereafter be made by the Developer, to the Declaration.

NOW, THEREFORE, Association hereby declares that the real properties described in "Exhibit A" are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens contained hereon, all of which are held for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, or any part thereof, and shall be binding upon any owners thereof, their heirs, successors, assigns and/or mortgagees.

ARTICLE I. DEFINITIONS

1.1 **Annexation**. "Annexation" shall mean and refer to the addition of the Future Development Property and/or any other lands contiguous to the property or contiguous to the Future Development property, at the option of Developer, to the Property and the subjection of such property to the terms and conditions set forth in this Declaration. Annexation shall be accomplished by Developer recording an amendment to this Declaration in the current public records of Duval County, Florida, describing the property to be annexed and stating that such property is subject to the terms, covenants, conditions and restrictions of this Declaration and setting forth any matters, including but not limited to such matters as lot size, dwelling size and setbacks, which may vary from any of the restrictions set forth herein.

1.2 **Articles**. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

1.3 **Assessment**. The term "Assessment" as used herein shall mean and refer to the share of Association Expenses assessed from time to time against a Lot and the owner(s) thereof.

1.4 **Assessment Period**. "Assessment Period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

1.5 **Association**. "Association" shall mean and refer to Sweetwater Creek South Homeowners Association, Inc., a corporation not-for-profit, organized or to be organized pursuant to Chapter 617 and 720, Florida Statutes, and its successors and assigns.

1.6 **Association Expenses**. "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration, incurred or to be incurred by the Association and assessed or to be assessed against the Lots and the Owners thereof through annual or special Assessments.

1.7 **Board of Directors**. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

1.8 **Common Area**. "Common Area" shall mean and refer to that portion of the Property which is owned by the Association and which is intended for the common use and enjoyment of the Owners, including, but not limited to, the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Protection and/or the U.S. Army Corps of Engineers, and the areas shown on the recorded plat as "Lakes" or "Easements" which connect the Lakes with other drainage facilities. The Common Area shall include only those areas conveyed by the Developer to the Association pursuant to the provisions of this Declaration. In addition, Developer shall have the right, but not the obligation to construct recreation areas within certain Lots or lands in the Property or other common areas as the Developer may designate from time to time within the Future Development Property and to include those facilities in the Common Area.

1.9 **Developed Lot**. "Developed Lot" shall mean and refer to any Lot owned by anyone other than the Developer or the Association.

1.10 **Developer**. "Developer" shall mean and refer to SWEETWATER CREEK, INC., its successors and assigns.

1.11 **Future Development Property**. "Future Development Property" shall mean and refer to that certain property near, adjacent or contiguous to the Property as Developer may determine from time to time.

1.12 **Lot**. "Lot" shall mean and refer to any of the Lots shown upon the recorded subdivision plat of the Property and the Future Development Property, if such property is annexed as herein set forth. Unless set forth to the contrary, the term "Lot" shall include both Developed Lots and Undeveloped Lots.

1.13 **Maintenance Area**. "Maintenance Area" shall mean and refer to those portions of the Property or improvements thereto which are not owned by the Association but are maintained by the Association from time to time, including without limitation, all of the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District, the Department of Environmental Protection and/or the U. S. Army Corps of Engineers and the surface waters of any areas designated as "Lakes" or "Easements" or "Maintenance Area" on the recorded plats, medians or rights-of-way abutting public streets, the entrance way (s) to the subdivision including landscaping, sprinkler systems, lighting, fountains, fencing and signage, and decorative or border fencing or walls, if any, constructed by the Developer upon the boundaries of the Property.

1.14 **Member**. "Member" shall mean and refer to all Owners of Lots, who by virtue of such ownership become Members of the Association as provided in Section 2.1.

1.15 **Owner**. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property or the Future Development Property, if such property is developed and annexed as herein set forth, including contract sellers. The term "Owner" shall not mean or refer to any mortgagee, grantee or beneficiary under a mortgage, deed of trust or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

1.16 **Property**. "Property" shall mean and refer to all the land described in the plat of the Property as hereinabove described and, to the extent it is annexed, it shall also include the land contained within the Future Development Property.

1.17 **Stormwater Management System**. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C .

1.18 **Undeveloped Lot**. "Undeveloped Lot" shall mean and refer to any Lot which is owned by the Developer or the Association.

1.19 **Garden Bath**. "Garden Bath" shall mean a bath which has a window, sliding glass door, garden door or any other type of opening which may require visual obscurity for privacy.

ARTICLE II. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 **Membership**. Every Owner of a Lot shall be a Member of the Association. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Provided, however, in the event that an owner leases the improvements on his Lot to a tenant, such tenant shall be entitled to the use of the Common Area but the Owner shall remain liable for all Assessments, for compliance with the terms and conditions with the Articles, Bylaws and this Declaration and, unless specifically transferred, shall retain all voting rights.

2.2 **Voting Rights**. All Members shall be entitled to one vote for each Lot owned by such Member. When a Lot is owned by more than one person, all such persons shall be Members. The vote for such Lot shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Lot.

2.3 **Membership and Voting Procedure**. The Articles and Bylaws of the Association shall more specifically define and describe the procedural requirements for the Association and voting procedures.

ARTICLE III. PROPERTY RIGHTS IN THE COMMON AREA AND MAINTENANCE AREAS

3.1 **Members' Easement of Enjoyment**. Subject to the provisions of Section 3.3 of this Article III, every Member shall have and is hereby granted a right and easement for ingress, egress and of enjoyment in and to the Common Area as shown on any plat of the Property or the Future Development Property and an easement for drainage over and into the Maintenance Areas. Such easements shall be appurtenant to and shall pass with the title to each Lot whether or not the same shall be referred to in any deed conveying title to any Lot.

3.2 **Title**. Developer shall convey to the Association the fee simple title to the Common Area, if any, by special warranty deed subject to covenants, easements, conditions and restrictions of record, at such time as the improvements thereon, if any, are complete, and if unimproved, at such time as it so determines, provided that the Common Area shall be conveyed no later than the termination of the Developer Membership. The title to the Maintenance Areas shall not be conveyed to the Association, but the obligation for maintenance and repair as set forth herein, shall be the Association's.

3.3 **Extent of Members' Easements**. The easements created hereby shall be subject to the following:

(a) The right of the Developer, and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common area and in aid thereof, to mortgage the Common Area. In the event of a default upon such mortgage, the lender's rights thereunder shall be limited by the rights of the Members as described therein; and

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

(c) The right of the Association to suspend the enjoyment of the Common Area by, and voting rights of, any Member for a period during which any assessment remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility. No such dedication or transfer shall be effective until agreed to by a vote of two-thirds (2/3) of the votes of the Owners of all Lots and unless an instrument has been recorded, signed and sworn to by the Secretary of the Association stating that such a vote was duly held and that two-thirds (2/3) of the votes representing all Lots favored such dedication or transfer. Provided, however, the granting of an easement, license or permit over the Common Area by the Association shall not be deemed to be a dedication or transfer of the Common Area requiring approval as provided herein but may be granted by the Association without further consent of the Owners or tis mortgagees; and

(e) The right of tenants of Members to use the facilities on the Common Area; and

(f) The right of the Association to make certain rules and regulations concerning the use of the Common or Maintenance Areas.

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENT

4.1 **Creation of the Lien and Personal Obligation of Assessments**. The Developer, for each Lot owned by it within the Property, hereby covenants, and each owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessment or charges, and (2) special Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall constitute a lien upon the Lot against which each such Assessment is made, which lien shall attach upon the recording in the public records of Duval County, Florida, a claim of lien, specifying the amount of the lien then due, together with reasonable attorney's fees, costs and interest thereon. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. In addition, any subsequent titleholder shall be joint and severally liable for any debt presently accrued on the Lot, regardless of how they obtain title. The delinquent Assessment shall remain a lien against the Lot until paid, except as provided in Section 4.9.

4.2 **Purpose of Assessments**. The Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents of the Property, for the expenses of performing the duties or rights of the Association as set forth in this Declaration, Articles and Bylaws, and for the

improvement and maintenance of the Common and Maintenance Areas including payment of taxes, if any, thereupon and the cost of insurance as may be deemed necessary or prudent by the Board of Directors.

4.3 **Maximum Annual Assessment**.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment shall be increased each year by the Board of Directors of the Association not more than ten percent (10%) above the Maximum Annual Assessment for the previous year without a vote of the Membership, provided, however, if recreational facilities are added, at Developer's option, the Assessment may be increased by more than ten percent (10%) of the Maximum Annual Assessment for the previous year by the Developer without the consent of any Lot Owner his or her mortgagee in an amount sufficient to pay the cost of maintenance and repair of said recreational facilities.

(b) From and after January 1 of the year immediately following conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased by the Developer by more than ten percent (10%) above the Maximum Annual Assessment for the previous year in the event the Developer has added recreational facilities, by an amount sufficient to pay the cost of maintenance and repair of such recreational facility or, for other purpose, by a vote of two-thirds (2/3) of Members of each class of membership who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment for Developed Lots at an amount not in excess of the Maximum Annual Assessment (as the same may be modified upon the addition of recreational facilities as described above). The Undeveloped Lot assessments and the applicable increases thereof as provided above, shall be established in the proportions as set forth in Section 4.3.

4.4 **Special Assessment**. Special Assessments shall be levied and paid in the same manner as heretofore provided for regular Assessments. Special Assessments can be of two kinds: (a) those chargeable to all Members in the same proportions as regular Assessments to meet shortages or emergencies, to construct, reconstruct, repair or replace all or any part of the Common or Maintenance Areas and for such other purposes as shall be approved by a majority of all votes of the classes of Members; or (b) those assessed against one Owner alone to cover repairs or maintenance for which such Owner is responsible and which he has failed to make, which Special Assessment may be approved by the Board.

4.5 **Date of Commencement of Annual Assessments: Due Dates**. The annual Assessments provided for herein shall commence as to all Lots on the first day following the conveyance of the first Developed Lot to an Owner. The annual Assessment as a Developed Lot shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto; provided, however, failure to send such notice shall not affect the liability or lien for the Assessment. Unless determined to the contrary by the Board of Directors, the annual Assessment shall be due and payable on the first day of January of each year.

4 .6 **Association Certificate of Payments**. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the

Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot shall be binding upon the Association as of the date of its issuance.

4.7 **Effect of Nonpayment of Assessments: Remedies of the Association**. Any Assessment not paid within thirty (30) days after the due date shall have a late charge of $25 imposed and shall bear interest from the due date at the highest rate permitted by law. The Association may bring an action at law against the Owner or foreclose the lien against the Lot of the Owner. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot. No legal enforcement or collection actions shall occur until the first day of April in the year the Assessment came due.

4.8 **Subordination of the Lien of Mortgages**. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage, provided that the mortgage was recorded prior to the lien. Sale or transfer of any Lot shall not affect the Assessment lien, unless otherwise provided by law. No sale or transfer shall relieve such Lot or the Owner thereof from liability from any Assessments thereafter becoming due or from the lien thereof.

4.9 **Capital Contribution Assessment**. Upon the first conveyance of a Lot to any person(s) or entity other than to an entity affiliated with the Developer, there will be due upon the closing of the sale of the lot a Capital Contribution Assessment of $125.00. Each Lot will be subject to the Capital Contribution Assessment only once, all future conveyances of any such Lot being exempt.

ARTICLE V. COVENANTS AND RESTRICTIONS

5.1 **Approval of Improvement**. Except as originally constructed by the Developer, no building, fence, wall, or other structure or landscaping shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration therein be made, including without limitation, exterior painting, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color (including paint color), and location of the structure with respect to topography and finished grade elevations, shall have been submitted to and approved in writing as to quality of workmanship and materials, conformity and harmony of external design and location in relation to surrounding structures and topography and finished grade elevations, by the Association, or by an Architectural Review Committee composed of one (1) or more representatives appointed by the Association or a representative designated by a majority of the members of said committee. Requests for approval shall be in writing delivered to Association or Architectural Review committee by certified return/receipt mail. In the event the Association, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after the plans and specifications have been submitted to it at the corporate office, such plans and specifications shall be deemed approved and the requirements of this Section 5,1 shall be satisfied. However, the inaction of the Association or Architectural Review Committee shall not entitle any lot owner to violate any of the requirements of this Declaration of Covenants and Restrictions.

An Owner whose plans and specifications are approved or an Owner who undertakes the making of improvements without such approval agrees, and shall be deemed to have agreed, for such Owner, his heirs, personal representatives, successors, and assigns, as appropriate, to hold the Developer, the

Association or any Architectural Review Committee harmless from any liability or damage to the Lot or the Property and from expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof.

Neither the Developer, members of the Architectural Review Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall remain in Developer unless and until assigned to another party.

The Association and/or the Architectural Review Committee shall have the right to promulgate architectural guidelines further detailing the requirements of improvements and constructions. These guidelines shall be incorporated into these Covenants and be binding on all Lots.

5.2 **Use Restrictions**. No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than : (A) (i) one single-family dwelling, not to exceed two and one-half stories in height; (ii) one private garage to accommodate up to two (2) cars or three (3) cars with approval of Architectural Review Committee; (iii) one-story building for storage (shed), defined as a maximum structure height of no more than thirteen (13) feet from the undeveloped ground, located to the rear of the back building line of the dwelling, and having not more than one hundred forty-four (144) square feet of floor space – all sheds must be concealed behind a fence; (iv) playhouses, swing sets, pergolas, outdoor kitchens or other similar structures if located to the rear of the back building line of the dwelling; and (v) driveway extension, which shall not extend more than eight (8) feet on the side of the front door, nor extend to more than five (5) feet within the Lot boundary line, nor have a total extension of more than ten (10) feet; (B) recreational facilities in the event the Developer elects, in its sole discretion, to construct such recreational facilities upon one or more Lots, and in which event the restrictions contained in this Article V shall not apply. In addition, nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements, in which event none of the restrictions herein shall apply.

Prior to construction of any such equipment, approval by the Architectural Review Committee must be obtained as required by Section 5.1.

5.3 **Fences**. No fence or wall shall be erected, placed or altered on any Lot (1) nearer to the street than the minimum building set back line, (2) nearer than a ten-foot set back from the furthest point of the front of the structure, (3) nor shall any fence be erected on the remainder of the Lot which exceeds six feet in height. Except as otherwise provided herein, all fences constructed on the Lots shall be either: (i) six-foot high, six-inch board shadow box design; (ii) six-foot high, six-inch board-on-board; (iii) six-foot high vinyl or similar composite (neutral colors only); or (iv) four-foot high black aluminum, where allowed; except that in homes with a garden bath, there may be a privacy fence for visual obscurity which shall be eight feet in height, provided however, that this garden bath fencing shall be free standing and not attached to the perimeter lot fencing. Where possible, all fenceposts must be on the interior side of the fence facing the Lot.

As to Lots which include lakes (as hereinafter defined), no fence shall be erected closer to the lake than the "top of bank" as designated on the recorded plat of the Property. All lake banks must have four-foot high fencing which must comply with the material types described above (i – iv).

The owner of any Lot with four-foot fencing on the front or side of the Lot acknowledges that such fencing will not be sufficient in height to obscure objects contained within the fence from street view as required by subsequent covenants.

Prior to installation of any fencing, approval by the Architectural Review Committee must be obtained as required by Section 5.1.

5.4 **Setback Lines**. The following setbacks (building restrictions lines) have been established by zoning Ordinance 93- 1502-1259 which specifies the following minimum setbacks based on typical lot sizes, i.e., 60 ft. x 100 ft., 70 ft. x 110 ft., 80 ft, x 110 ft., and 90 ft. x 100 ft.

A. For all Lots, except as in subsection B herein, Building Restriction Lines (Setbacks)

1. 80 ft. x 110 ft. typical lot size:

Front setback to be 20 feet minimum; Side setback to be 7.5 feet minimum; Rear setback to be 10 feet minimum.

2. 90 ft. x 100 ft. typical lot size:

Front setback to be 25 feet minimum; Side setback to be 7.5 feet minimum; Rear setback to be 10 feet minimum.

B. Unit Two-East Lots Building Restriction Lines (Setbacks)

1. 75 ft. x 110 ft. typical lot size:

Front setback to be 20 feet minimum; Side setback to be 5 feet minimum; Rear setback to be 10 feet minimum.

On lots where the total side yard setback between dwelling units is less than fifteen (15) feet, the dwelling units will be constructed so that roof elevations for the same shall be designed and oriented in manner that gables of two (2) coterminous units do not face each other in any given circumstance.

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

No structure or other improvement or change in the topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the subdivision plat, public records of Duval County, or easements of any kind referred to in this Declaration.

5.5 **Lot Size**. No dwelling shall be erected or placed on any Lot having a width of less than fifty (50) feet at the front building setback line except cul-de-sac Lots in the turning radius shall have a minimum width of thirty-five feet (35') at the front Lot line, nor shall any dwelling be erected or placed on any Lot having an area of less than six thousand (6,000) square feet; provided, however, that each Lot shown on the existing subdivision plat shall be deemed to comply with this Section 5.5. The use of two or more fractional Lots shall be permitted if the square foot area and width comply with this provision.

5.6 **Minimum Square Footage**. With respect to lots which have a width of less than 70', no residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living area thereof, exclusive of garages, porches and storage room, shall be equal to or exceed one thousand (1,000) square feet. With respect to lots which have a width of 70' or more, no residence shall be constructed or permitted to remain on any Lot unless the square footage of heated living area thereof, exclusive of garages, porches and storage room, shall be equal to or exceed one thousand two hundred (1,200) square feet.

5.7 **Landscaping**. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the Developer or the Architectural Review Committee described in Section 5.1 herein except in those areas where building and other improvements shall be located; i.e., homes, patios, driveways, gardens, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted.

All disturbed or barren areas on any Lot must be seeded or covered with (i) sod, (ii) mulch, (iii) pine straw, (iv) pine bark, (v) rock, or (vi) other similar ground coverings which maintain the common aesthetic as determined by the Architectural Review Committee; and maintained to present a pleasing appearance, to prevent the growth of weeds and to prevent erosion. Prior to installation of any such landscaping, approval by the Architectural Review Committee must be obtained as required by Section 5.1.

It is the responsibility of each owner to maintain the area between the front property line of his Lot and the street, as well as the side property line and the street in the case of corner lots. In addition, if the Lot Owner fails to maintain his or her lawn and landscaping, the Association shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the sole expense of the Lot Owner, which expense shall be a Special Assessment payable by the Lot Owner to the Association upon demand.

Florida Friendly Landscaping shall be permitted, but only once approved by the Architectural Review Committee after all required documentation and plans have been submitted for review.

5.8 **Developer's Right to Re-Subdivide**. The Developer may re- subdivide or replat the Property in any way it sees fit for any purpose whatsoever consistent with the development of the Property provided that no dwelling shall be erected upon or allowed to occupy any Lot within such replatted or re-subdivided land which has an area less than six thousand (6,ooo) square feet. The restrictions herein contained, in case of any such replatting or re-subdividing, shal1 apply to each Lot as replatted or re-subdivided. In addition, the Developer may re-subdivide one or more Lots to provide for roadway purposes and easements.

5.9 **Prohibited Activities**. No trade, business, noxious or offensive activity, in the sole opinion of the Association, shall be carried on upon any Lot nor shall anything be done thereon which

may be or become an annoyance or nuisance to the neighborhood. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified. No garage shall at any time be used as a residence or enclosed and incorporated into a residence, except that the Developer and/or a builder buying Lots from Developer, with Developer's prior approval, shall be permitted to enclose the garage of model homes, and if the garage is so enclosed, the house cannot be sold or occupied by a tenant without the enclosed garage being converted to a garage with an approved garage door. No commercial activity shall be carried out in the residence or garage, temporarily or permanently, except for the use of said garage as a sales office by the Developer or builder, with Developer's prior approval, nor shall any structure of a temporary character be used as a residence.

5.10 **Tenancies**. Lot Owners must provide a copy of a written lease agreement for any rental of their Lot or tenancy. All tenants must be provided a copy of the governing documents and must abide by all covenants and rules contained therein. Lot Owners shall be responsible for the actions of their tenants, guests and invitees.

5.11 **Pets and Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that no more than two (2) dogs, or two (2) cats, or two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. In any event, there shall not be more than a total of three (3) animals or pets of any type kept on any one Lot.

All owners and their guests or occupants must comply with all City of Jacksonville Animal Ordinances (Chapter 6.04).

5.12 **Clotheslines**. No clothes or laundry shall be hung or clotheslines erected in front yards or carports, or side yards of corner Lots adjacent to a street. All clotheslines shall be screened from street view and shall require written permission from the Developer.

5.13 **Parking of Wheeled Vehicles. Boats. Etc**. No recreational vehicles, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks), commercial vehicles, trailers of any kind, including, without limitation, vehicles in disrepair, may be kept or parked between the paved road and the residential structures or within the front or side yard or within the right-of-way without approval of Developer, until the termination of the Class B Membership, and thereafter of the Association. They may be so kept, if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways within the Property. Private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening. Private automobiles of guests of Owners may be parked in such driveways only during the times necessary for pickup and delivery service and solely for the purpose of said service. No trailers or mobile homes may be maintained or kept on any Lot except sales and construction trailers which must have the written consent of the Developer.

5.14 **Aerials, Antennas Satellite Receptor Dishes and Solar Panels**. Radio or television aerial, antenna or satellite receptor dish and other exterior electronic or electrical equipment or devices,

as well as solar energy equipment, may be installed as provided by federal and state law. Prior to installation of any such equipment, approval by the Architectural Review Committee must be obtained as required by Section 5.1.

5.15 **Intersection Sight Lines**. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines. Nothing contained in this Declaration shall prevent the Developer, or any person designated by the Developer, from erecting or maintaining such fence, wall, hedge or shrub planting. Any such structure or planting shall not be permitted where its location presents a safety concern, which determination shall be within the sole discretion of the Association or Architectural Review Committee.

5.16 **Encroachments**. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any Lot or Lots as now platted or on any subdivided or replatted Lot in such manner that the same constitutes a violation or violations of the Covenants and Restrictions contained in this Declaration, Developer shall have the right any time to waive such violation; provided, however, that the Developer shall waive only those violations which the Developer, in its sole discretion, determines to be minor.

5.17 **Utility Easements**. A perpetual, nonexclusive alienable and releasable easement is hereby reserved to the Developer and its successors and assigns, over, under and above a ten (10) foot strip at the rear of each Lot and over, under and above a five (5) foot strip at the side lot lines described herein and also over, under and above those easements shown on the recorded plat of the Property for the construction, installation and maintenance of drainage ditches and facilities, power, telephone , lighting, heating, gas, water, electric, sanitary and storm sewer facilities and other public or private utility installations of every kind. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The Owner of any Lot or Lots subject to such easements shall acquire no right, title or interest in or to any pipes, wires, poles, equipment or other appliances placed on, over or under said easement areas. No purchaser of a Lot or anyone claiming by, through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations. The Owner of any Lot or Lots subject to such easements shall remove any structures, planting, trees or shrubbery in said easement areas upon demand of Developer and its successors and assigns, where such structures, planting, trees or shrubbery interfere with the use of the said easement for the purposes for which the same have been reserved. The easements and rights hereinabove granted and reserved to Developer and its successors and assigns, shall not pass from Developer and its successors and assigns, by deed conveying any of said Lots but shall exist and continue in Developer and its successors and assigns, only or in those persons or corporations to whom Developer and its successors and assigns, shall have expressly conveyed said easements and rights. The Developer shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance.

5.18 **Water and Sewer Rights, Well Limitation**. The city of Jacksonville, or its successors, has the sole and exclusive right to provide all water and sewer facilities and service to the Property. No well of any kind shall be dug or drilled on any of the Lots or tracts to provide water for personal or housekeeping use within the structures to be built upon the Lot(s), and no potable water shall be used within said structures except potable water which is obtained from the City of Jacksonville or its successors and assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer, its successors and assigns, and the local Health Department and any other governmental or quasi-governmental agency which may have jurisdiction. All sewage from any buildings on any of said Lots must be disposed of through the sewerage lines and disposal plant owned by City of Jacksonville, or its successors or assigns. The City of Jacksonville is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Property as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to the City of Jacksonville all easements required to provide water and sewer facilities and service to the Property. These restrictions shall cease at such time as the city of Jacksonville, or its successors or assigns, shall permanently cease to provide water to or take and dispose of sewage from said Lots.

5.19 **Drilling and Excavation**. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

5.20 **Window Air Conditioning**. No window air conditioning unit shall be installed on any side of a building on a Lot.

5.21 **Temporary Structures**. No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out building, shall be used on any Lot at any time as a residence either temporarily or permanently.

5.22 **Garbage and Refuse Disposal**. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic, except that during the course of construction upon lots, the debris created by the builders shall not be required to be kept in closed containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick-up days, except debris created during the course of construction as aforesaid, which shall be removed by the builder upon completion of construction.

5.23 **Sewage Disposal**. Each owner of a Lot shall pay when due the periodic charges or rates for the furnishing of sewage collection and disposal service. No septic tank or sewage disposal unit shall be installed or maintained on any Lot.

5.24 **Stormwater Management System**. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater

management system (s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District. The Association shall and does hereby agree to accept assignment of any and all permits related to the stormwater management system and/or any other environmental permit required by any governmental or quasi-governmental agency having jurisdiction from time to time and shall be bound to abide by all of the conditions imposed in such permit (s).

5.25 **Jurisdictional Areas**.

(a) The plat of the Property may depict certain jurisdictional lines as established by the St. Johns River Water Management District, Army Corps of Engineers or the Department of Environmental Protection. No Owner shall build, construct, modify, or in any manner alter the land lying waterward of such jurisdictional lines without obtaining a permit from the applicable agency. Any Owner violating this provision shall indemnify and hold Developer, Builder and Association harmless from all fines, penalties, costs or damages arising out of such violation.

(b) Pursuant to the provisions of Section 704.06(1)(A)(1) Florida Statutes, restrictions are hereby placed on the Property that all construction, including clearing, dredging, or filling, except that which is specifically authorized by the St. Johns River Water Management District ("SJRWMD") or which may be authorized by a future SJRWMD Permit, which is waterward of the jurisdictional wetland line of the Department of Environmental Protection and the SJRWMD, as flagged by Environmental Services, Inc. and as may be depicted on the plat(s) of the property or future development property recorded in the public records of Duval County, Florida, is prohibited. The foregoing restriction may be enforced by the SJRWMD. Notwithstanding any other provision, the restriction set forth in this subsection (b) may not be amended without the approval of the SJRWMD.

(c) In addition, in the event that the governmental agencies having jurisdiction over the Property require the granting of a conservation easement over the Property or any part thereof, the Owners of any land subject to the conservation easement shall abide by all restrictions contained therein.

(d) Environmental Permits: this Declaration is subject to the rights of the State of Florida and the United States over any portion of the Property which may be considered wetlands, marshes, sovereignty, or jurisdictional lands and the Developer has obtained certain permits to allow the development of the Property. The U. S. Army Corps of Engineers, the SJRWMD, and the Florida Department of Environmental Protection have issued permits for the development of Sweetwater Creek South. The permit numbers are as follows: U. S. Army Corps of Engineers #199402132 (IP-MM), St. Johns River Water Management District #12-031-0228A, St. Johns River Water Management District MSSW #4-031-0481, as all may be amended from time to time, the "permits". The construction period for works authorized by the aforementioned permits is finite, the permit(s) themselves, with their limitations and prohibitions do not expire. Every lot owner hereby accepts the obligation, responsibility and liability to comply with the requirements and terms of the portion of each permit which relates to the lot owned. The liabilities associated with compliance with their terms and conditions are the lot owner(s) responsibility and obligation. Every owner shall obtain any permit necessary prior to undertaking any dredging, filling,

improving, landscaping, or removal of plant life or any other activity whatsoever within any jurisdictional lands and/or lands which are subject to a Conservation Easement existing on his lot.

(e) The Permits are issued in the name of the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an Owner violating such Permits.

Provided, however, any Owner owning a lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by the ACOE or SJRWMD, shall, by acceptance of title to the lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing Permits as such relates to its lot.

Except as required or permitted by the aforementioned Permits issued by the ACOE and SJRWMD, no Owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their respective lots, unless and until such activity is authorized by or exempt from the requirements of ACOE and SJRWMD.

In the event that an Owner violates the terms and conditions of such Permits and for any reason the Developer or the Association is cited therefor, the Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith, including without limitation, all costs and attorneys' fees, as well as costs of curing such violation.

Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the stormwater management system and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

5.26 **Vegetative Natural Buffer**. There shall be set aside a permanent natural vegetative buffer ("Buffer") 20 feet wide over that portion of the property delineated on the plat (s) of Sweetwater Creek South as conservation easement/upland buffer. This Buffer extends across the rear of these lots: 80, 81, 82, 83 and 84 of Sweetwater Creek South, Unit One East, which abut and are contiguous with the St. Johns River Water Management District and Department of Environmental Protection jurisdictional lines as shown on the recorded plat (s). With respect to Sweetwater Creek South, Unit Two East Lots 82, 83 and 84 shall be subject to the 20 foot buffer as depicted on the recorded Plat. Additionally, there may be lots developed in future phases which may have the aforementioned conservation easement/upland buffer ("Buffer") across the rear 20 feet and will be depicted on future plat (s). Said Buffer shall remain in a natural state and shall not be altered by clearing, filling or other activity. The Buffer is a part of the Surface

water Management System permitted by the St. Johns River Water Management District. The removal of nuisance plants shall be allowed.

5.27 **Common and Maintenance Areas**. The Association shall maintain all of the Common and Maintenance Areas in an attractive condition and in a manner that is harmonious with the Property and in accordance with any applicable governmental or agency permitting requirements. If the Association fails to maintain the Common and Maintenance Areas in accordance with the foregoing, the Developer shall have the right, but no obligation, to enter upon any such Common or Maintenance Area to perform such maintenance or work which may be reasonably required, all at the expense of the Association, which expense shall be payable by the Association to the Developer on demand.

5.28 **Amenity Center**. Owners of all Lots in Sweetwater Creek South, Unit Two East and certain other lots as hereinafter described shall, by virtue of their ownership become members of the Amenity Center to be known as "Waterford Estates Amenity Center, Inc.", a Florida not-for-profit corporation, and as such shall be required to pay an additional annual assessment, as may be increased from time to time pursuant to and in the same manner of those increases allowed by Association. Said sum shall be in addition to the current homeowners association yearly dues as described herein. The obligations for maintenance of the Amenity Center shall be the same as described herein. In addition to all the lots in Sweetwater Creek South, Unit Two East, as hereinabove described, those certain other lots as hereinabove mentioned are described as follows:

Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20, 23, 24, 26, 30, 32, 33, 34, 35, 36, 37, 38, 39, 42, 44, 45, 47, 48, 50, 52, 53, 54, 56, 57, 58, 59, 60, 70, 72, 73, 74, 75, 76, 78, 79, 82 and 84, inclusive, SWEETWATER CREEK SOUTH, UNIT ONE EAST, according to plat thereof as recorded in Plat Book 50, pages 13, 13A, 13B, 13C, 13D, 13E, 13F and 13G, of the current public records of Duval County, Florida.

The Amenity Center shall be subject to the voting rights in Article II, paragraph 2.2 of the Declaration. The Amenity Center shall have the right, but not the obligation from time to time and upon payment of certain fees and costs to allow other persons to join the Amenity Center. However, the invitation to other persons to be members of the Amenity Center shall be limited to only those Lot Owners that own Lots in any units of Sweetwater Creek South East Subdivisions as now exist or may be annexed and are not already subject to the terms and conditions of this Amenity Center as herein described.

ARTICLE VI. LAKES/STORMWATER RETENTION PONDS

6.1 **Use of Lakes**. Certain Lots are hereby made subject to a non-exclusive drainage and stormwater management easement over and across all lake areas within any such Lot ("Lakes"). With respect to the Lakes now existing, or which may be hereafter created within the Property, no Owner shall:

(a) pump or otherwise remove any water from such Lakes for the purpose of irrigation or other use;

(b) place rocks, stones, trash, garbage, untreated sewage, rubbish, debris, ashes, or other refuse in such Lakes or in any other portion of the land owned by Developer lying adjacent to or near the Property;

(c) construct, place or maintain therein or thereon any docks, piers, bulkhead or other similar facilities, without the prior approval of any governmental or quasi-governmental agency having jurisdiction and the Developer so long as there is a Class B Membership or thereafter subject to the prior approval of the Association;

(d) fish with the use of nets or with any other trap or spear;

(e) operate or maintain thereon any gas or diesel driven vehicles; provided, however, boats used for the maintenance of the Lakes shall be permitted.

The sole purpose of the lakes is for stormwater storage, retention, detention and treatment, and the lakes are required by the St. Johns River Water Management District.

6.2 **Maintenance of Lakes/Stormwater Retention Ponds**

(a) Developer, for so long as there is Developer Membership, shall have the sole and absolute right, but no obligation, to control the surface water level of such Lakes.

(b) The Association shall be responsible for the maintenance of the Lakes including, without limitation, the control of the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such Lakes.

(c) The Lot Owner shall be required to maintain such grass, plantings or other lateral support as are necessary to prevent erosion of the embankment adjacent to the Lakes above the water line of the Lakes and the height, grade and contour of the embankment shall not be changed without the prior consent of the Developer, for so long as there is Developer Membership, provided, however, that no plants may be allowed to extend into or grow into the Lakes. If the Lot Owner fails to maintain said embankment in accordance with the foregoing, the Association shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work which may be reasonably required, all at the expense of the Lot Owner, which expense shall be a Special Assessment payable by the Lot Owner to or Association on demand in accordance with section 4.5

6.3 **Assignment of Maintenance Obligations**. This Declaration cannot be terminated to extinguish the Association's obligation to maintain the Lakes unless adequate provision for transferring this obligation to the then owners of the Lots subject to the easement on a pro rata basis is made and said transfer of obligation is permitted under the then existing requirements of the St. Johns River Water Management District or its successors and the City of Jacksonville or any other governmental body that may have authority over such transfer of obligation.

6.4 **Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the water in the Lakes. The Developer hereby assigns to the Association and the Association hereby agrees to assume all the obligations and responsibilities for maintenance of the Lakes by the Developer under the plat. The Association further agrees that subsequent to the termination of Developer Membership it shall indemnify and hold Developer harmless from suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of occurrence

in, upon, at or from the maintenance of the Lakes, occasioned wholly or in part by any act or omission of the Association or its agent, contractors, employees, servants or licensees.

ARTICLE VII. MISCELLANEOUS

7.1 **Assignment of Developer's Rights**. The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer in this Declaration.

7.2 **Amendments**. The Developer reserves and shall have the right:

(a) to amend this Declaration, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) to amend this Declaration for the purpose of curing any scrivener's error, and any ambiguity in or any inconsistency between the provisions contained herein;

(c) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants and restrictions herein contained;

(d) to release any Lot from any part of the covenants and restrictions which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or non-adverse violation; and

(e) to amend this Declaration pursuant to the requirements of the Veterans Administration, Federal National Mortgage Association, its successors and assigns, or such similar institutions or associations, without further consent of any of the Owners and all Owners knowledge that such amendments shall be binding upon and shall constitute covenants running with the land irrespective of the date of amendment.

7.3 **Amendment by Owners**. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, conditions, restrictions, easements, and charges of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by Owners of not less than two-thirds of the Lots shown on the recorded plat of the Lots, except that no amendment or change shall be allowed by others, without the consent of the Developer, as long as the Developer owns at least one Lot in the development.

7.4 **Approval of Developer**. Wherever in this Declaration the consent or approval of the Developer is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer. Such request shall be sent to Developer by Certified Mail with return receipt requested. In the event that the Developer fails to act on any such written request within sixty (60) days after the same has been submitted to the Developer as required above, the consent or approval of the Developer to the particular action sought in such written request shall be presumed; however, no action

shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants and restrictions herein contained.

7.5 **Amendment of Stormwater Management System**. Any amendment to the Covenants and Restrictions which alter the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

7.6 **Consent for Additional Covenants**. No Lot owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

7.7 **Duration**. These covenants and restrictions, as amended and added to, from time to time, as provided herein, shall, subject to the provisions hereof and unless released as herein provided, shall remain in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, and thereafter the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the end of the thirty (30) year period from the date this Declaration is recorded, or within six (6) months prior to the end of any such ten (10)year period, as the case may be, a written instrument executed by the then Owners of a majority of the Lots shown on the plat of the Property terminating this Declaration shall be placed on record in the office of the appropriate agency of Duval County, Florida. Upon termination, the requirements of Section 6.3 must be complied with. If required under Florida law, the Developer or the Association shall have the right to cause these covenants and restrictions to be re-recorded at such intervals as necessary to continue its enforceability.

7.8 **Enforcement of Covenants**. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any covenants or restrictions contained herein, it shall be lawful for the Developer, Association, or any Owner of any Lot: (a) to prosecute proceedings for the recovery of damages against those violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining any such violation or attempted violation . The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer, Association, Owner or its respective successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system.

The prevailing party in any such action shall be entitled to a reimbursement of all associated attorney fees and/or court costs from initiation of enforcement through finality including any mediation, arbitration, or appeal.

7.9 **Annexation**. Additional land located within the boundaries of the Future Development Property, or which is near or contiguous to the property or near or contiguous to Future Development Property, may be annexed by the Developer without the consent of Members within thirty (30) years of the date of this instrument. Developer shall record an amendment to the declaration subjecting the land

described thereon to the covenants and restrictions contained herein. Developer may include in such amendment additional covenants and restrictions provided such covenants and restrictions are not inconsistent herewith.

7.10 **Interpretation**. In all cases the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development of the Property. The provisions hereof shall be liberally interpreted and if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

7.11 **Captions**. The captions of the paragraphs hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

7.12 **Gender and Grammar**. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

7.13 **Provisions Severable**. The invalidation of any provision or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions of this Declaration which shall remain in full force and effect.

7.14 **Attorney's Fees**. In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to a reimbursement of all associated attorney fees and/or court costs from initiation of the action through finality including any mediation, arbitration, or appeal.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed and set its seal all as of the day and your first above written.

Signed, sealed and delivered
In the presence of:

SWEETWATER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC.

_____ _____
Witness Signature Name

_____ _____
Print Title

_____ _____
Witness Signature Name

_____ _____

Print Title

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this ___ day of _____, 2017, by _____, President of SWEETWATER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation. [ ] He/She is personally known to me or [ ] has provided _____ as identification.

_____
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this ___ day of _____, 2017, by _____, Secretary of SWEETWATER CREEK SOUTH HOMEOWNERS ASSOCIATION, INC., a Florida corporation. [ ] He/She is personally known to me or [ ] has provided _____ as identification.

_____
Notary Public, State of Florida

INSERT EXHIBIT A

All lots shown on the plat of SWEETWATER CREEK SOUTH, UNIT ONE EAST, according to the plat thereof as recorded in Plat Book 50, pages 13, 3A, 13B, 13C, 13D, 13E, 13F and 13G, of the current public records of Duval County, Florida; and

SWEETWATER CREEK SOUTH, UNIT TWO EAST ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 52, PAGES 12, 12A, 12B, 12C, 12D, 12E, 12F, 12G AND 12H, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, EXCEPTING THEREFROM TRACT A OF SAID PLAT ("Sweetwater Creek South, Unit Two East"); and