

This Instrument Prepared By:
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**MASTER DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR VILLARIVA**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made this day of May, 2005, by **FLAGVENTURE RIVERSIDE, LTD.**, a Florida limited partnership (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the owner of that certain real property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property") upon which the Declarant intends to create a neighborhood community known as The Villas at VillaRiva, a neighborhood community ("The Villas"); and

WHEREAS, the Declarant intends to construct one (1) residential building housing sixty- six (66) residential condominium units and related recreational facilities on that portion of the Property being more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Condominium Parcel"); and

WHEREAS, the Declarant intends to construct six (6) town-home style residences on that portion of the Property being more particularly described on Exhibit "C" attached hereto and incorporated herein by reference (the "Villa Neighborhood")

WHEREAS, the Declarant desires that the Villa Neighborhood and Condominium Parcel be operated and occupied as a single community consisting of both (a) the residential townhomes located on the Villa Neighborhood (each, a "Villa Unit") and (b) the condominium units (each, a "Condominium Unit") and related facilities located on the Condominium Parcel; and

WHEREAS, Declarant desires to provide for the preservation and maintenance of the appearance, values and amenities of the Community (as defined herein) and to this end desires to subject the Property to the terms, conditions, rights and obligations of this Master Declaration of Covenants, Conditions and Restrictions for VillaRiva (hereinafter called the "Declaration") and has created a nonprofit membership corporation (hereinafter called the "Association") to be given the power and duty of maintaining and administering the Common Areas and enforcing this Declaration.

NOW, THEREFORE, Declarants hereby declare that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such owner thereof.

ARTICLE I
DEFINITIONS

1.1. "Articles of Incorporation" shall mean the Articles of Incorporation for VillaRiva Master Association, Inc., attached hereto as Exhibit "D."

1.2. "Assessments" shall mean payments of amounts for (i) Common Expenses provided for herein, or by any subsequent amendment, which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of the Property, for establishing and providing services to Owners and occupants and of maintaining the Property or Common Areas within the Property, and areas common to overall campus (i.e. main entrance, water maintenance, etc.) all as may be specifically

authorized from time to time by the Board of Directors of the Association, (ii) Base Assessments, as more particularly set forth in Paragraph 4.2 hereof, (iii) Special Assessments, as more particularly set forth in Paragraph 4.3 hereof, (iv) Specific Assessments, as more particularly set forth in Paragraph 4.4 hereof, and (v) Villa Unit Assessments, which, if not paid by an Owner, can result in a lien against the Unit.

1.3. "Association" shall mean and refer to VillaRiva Master Association, Inc., its successors and assigns.

1.4. "Board of Directors" or "Board" shall mean and refer to the representative body that is responsible for the administration of the Association.

1.5. "By-Laws" shall mean the By-Laws of VillaRiva Master Association, Inc., attached hereto as Exhibit "E."

1.6. "Common Areas" means all real and personal property which the Association owns, leases or otherwise holds possessory or use rights for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, as well as all real property which is dedicated to the Association or its members by a Supplemental Amendment to this Declaration recorded in the public records. The Common Areas include, among other things, (a) all roads located on the Property (including any entry gate and/or guardhouse), (b) all Surface Water Management System and Storm Water Management System, (c) the pool and pool deck located on the Property, (d) the pedestrian dock and gazebo, (e) all portions of the Property upon which a common area perimeter fence or wall is constructed, and (f) the property more particularly described on Exhibit "F" attached hereto and incorporated herein. Declarant reserves the right, in its sole discretion, to designate other portions of the Property as Common Areas. The Common Areas shall not include any part of the Condominium Parcel or a Villa Unit.

1.7. "Institutional Mortgagee" shall mean and refer to (except as expressly set forth hereinafter) the holder of a first mortgage against a Unit, which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration or any agency of the United States of America, and their successors and assigns, or any entity recognized in the community as an institutional lender. Notwithstanding anything to the contrary set forth in the preceding sentence, the term Institutional Mortgagee shall also include the owner and holder of that certain Mortgage, Security Agreement and Fixture Filing recorded in OR Book 11263, Page 66; as modified by that certain Mortgage Modification and Future Advance Agreement recorded in OR Book 11658, Page 1055; as modified by that certain Second Mortgage Modification and Future Advance Agreement recorded in OR Book 11889, Page 796, all of the Public Records of Duval County, Florida (collectively, the "Mortgage"). The mortgage may be placed through and closed in the name of a mortgage broker.

1.15. "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for valuable consideration.

1.16. "Member" shall mean and refer to all those Owners who are members of the Association, as provided in Section 3.1 below.

1.17. "Monthly Assessment" shall mean and refer to the Base Assessments levied on all Units subject to assessment under this Declaration, as more particularly set forth in Paragraph 4.2 hereof, including to fund Common Expenses.

1.18. "Neighborhood Expenses" means the actual and estimated expenses incurred or anticipated to be incurred by the association for the benefit of the owners and occupants of the Villa Units within the Villa Neighborhood, which may include a reasonable reserve for capital repairs and replacements, as the Board may specifically authorize and as may be authorized herein or in supplemental declarations applicable to the Villa Neighborhood.

1.19. "Occupant," when used in connection with a Unit, means any person who is physically present in a Unit on two (2) or more consecutive days, including staying overnight.

1.20. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Condominium Unit or any Villa Unit within the Property, but shall not mean or refer to any mortgagee, unless and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.21. "Party Wall" shall mean and refer to any wall common to two Villa Units which shall be owned equally by the Owners of such Villa Units.

1.22. "Primary Occupant" shall mean the natural person approved for occupancy when title to any Unit is held in the name of a trustee, a corporation, or other entity which is not a natural person.

1.23. "Property" shall mean and refer to the real property legally described on Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.24. "Surface Water Management System and Storm Water Management System" shall mean and refer to the surface water management system and storm water management system for the Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, 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, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

1.25. "Unit" shall mean and collectively refer to (a) with respect to the Condominium Parcel, each Condominium Unit for which a Certificate of Occupancy or other similar instrument issued by the local jurisdiction, has been issued and the appurtenant common areas under the Condominium Declaration and (b) with respect to the Villa Neighborhood, each Villa Unit constructed upon the Villa Neighborhood for which a Certificate of Occupancy or other similar instrument issued by the local jurisdiction, has been issued.

1.26. "Villa Neighborhood" means that certain neighborhood more particularly described on Exhibit "C", consisting of the six (6) residential townhome Villa Units located thereon, which share interests other than those common to all Units, as more particularly described in Article II, Section 2.6.

1.27. "Villa Unit Assessments" means assessments levied against the Villa Units in the Villa Neighborhood to fund Neighborhood Expenses as described in Article IV, Sections 4.5 and 4.9.

ARTICLE II **PROPERTY RIGHTS**

2.1. Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a non-exclusive easement of ingress and egress over the roadways and parking areas in the Property, which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Unit subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as it may deem proper.

C. The right of the Association to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas.

D. Easements for ingress and egress and right-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes, streets and avenues, as the same from time to time exist upon the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as from time to time may be installed for such purposes.

E. There shall be an easement for encroachment in favor of the Declarant,

Owners and the Association where any portion of the Common Areas encroaches upon any portion of the Villa Neighborhood or any portion of the Condominium Parcel.

F. Any portion of the Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.

2.2. Delegation of Rights. Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas to the members of his family, his Guests, his tenants, invitees or contract purchasers who reside on the Property.

2.3. Conveyance of Common Areas. The Association agrees to accept conveyance of all or any portion of the Common Areas to the Association at such time as the Declarant elects to convey such real property to the Association. The Association shall have no right to compel Declarant to convey all or any portion of the Common Areas to the Association.

2.4. Judicial Partition. There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Property or any part thereof seek judicial partition thereof.

2.5. Drainage Utility Easements. Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.6. Villa Neighborhood. Each Villa Unit shall be located within the Villa Neighborhood. The Villa Neighborhood may request that the Association provide a higher level of service or special services for the benefit of the Villa Units in the Villa Neighborhood and, upon the affirmative vote, written consent or a combination thereof, of Owners of a majority of the Villa Units within the Villa Neighborhood, the Association shall provide the requested services. The cost of such services shall be assessed against the Villa Units within the Villa Neighborhood as a Villa Unit Assessment, pursuant to Article IV, Sections 4.5 and 4.9 hereof

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS IN THE** **ASSOCIATION**

3.1. Membership. The Members of the Association shall consist of the Owners of the Condominium Units and the Owners of the Villa Units.

3.2. Voting. The Owners of the Villa Units shall be entitled to one vote for each Villa Unit constructed on the Villa Neighborhood for which a Certificate of Occupancy or other similar instrument issued by the local jurisdiction, has been issued, not to exceed six (6) votes, which equals the total number of Units that may be constructed on the Villa Neighborhood. The Condominium Association shall be entitled to one vote for each Condominium Unit constructed on the Condominium Parcel for which a Certificate of Occupancy or other similar instrument issued by the local jurisdiction, has been issued, not to exceed sixty-five (65) votes, which equals the total number of Condominium Units that may be constructed on the Condominium Parcel. The Owners of the Condominium Units shall not be entitled to vote as Members of the Association, as they shall be represented by the President of the Condominium Association.

ARTICLE IV **COVENANTS FOR MAINTENANCE ASSESSMENT**

IN ADDITION TO ALL OTHER COVENANTS FOR ASSESSMENTS CONTAINED HEREIN, EACH OWNER, BY ACCEPTANCE OF A DEED TO THEIR PROPERTY, COVENANTS AND AGREES TO PAY, AS A PART OF THE MONTHLY ASSESSMENT, THE OWNER'S PROPORTIONATE SHARE OF ALL FEES INCURRED BY THE

ASSOCIATION UNDER ONE OR MORE AGREEMENTS THAT THE ASSOCIATION MAY FROM TIME TO TIME ENTER INTO FOR THE PROVISION OF MAINTENANCE, CLEANING, AND OTHER SERVICES, TO THE OWNERS AND OCCUPANTS OF THE PROPERTY. SUCH FEES SHALL BE INCURRED BY THE ASSOCIATION AND INCLUDED IN EACH OWNER'S MONTHLY ASSESSMENT REGARDLESS OF THE AMOUNT OF OR FREQUENCY IN WHICH A PARTICULAR OWNER OR RESIDENT UTILIZES SUCH SERVICES.

4.1. *Assessments. Subject to the provisions of Article IV, Section 4.13 herein, each Owner (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance), including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association Base Assessments or charges and any Special Assessments, Specific Assessments, and Villa Unit Assessments (only with respect to the Villa Units) to be fixed, established and collected from time to time as hereinafter provided. All such Assessments, together with interest thereon ~~from thirty (30) days after the due date at the highest rate as allowed by law,~~ late fees, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Condominium Unit(s) and the Villa Unit(s) against which each such Assessment is made, and shall also be the personal obligation of the Owner.

Payments are late if not received within ten (10) days of the due date, in which event interest will accrue from the due date until the date payment is received at a rate determined by the Association, which rate shall not exceed the highest rate allowed by law. Also, in addition to such interest, the Association may charge an administrative late fee of \$50 for each delinquent installment. Any payment received by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the assessment. No Owner may waive or otherwise escape

liability for the Assessments provided for herein by non-use of the Common Areas or services, or by abandonment or otherwise. ***Amended and recorded 02/09/2010**

4.2. Base Assessments. The Base Assessments levied by the Association shall be collected by the Board and shall be used for the purpose of management, provision of services, maintenance and repair in a manner consistent with the maintenance standards of the Community and promoting the health, safety and welfare of the residents in the Property, including, but not limited to, the following:

A. Payment of all provider fees incurred by the Association under one or more agreements that the Association may from time to time enter into for the provision of maintenance, cleaning, and other services, to the Owners and residents of the Property.

B. Improvements, maintenance and repair of the Common Areas, including, but not limited to, the cost of maintaining:

1. The swimming pool and pool deck;
2. All streets, driveways, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;
3. All landscaped areas including lawns, shrubs, trees and other planting located on Common Areas;
4. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;
5. Fences, signs, street lights and fountains located on the Common Areas and any fences, columns, walls and entry gate(s) located on the perimeter of the Property;

6. The seawall;
 7. The pedestrian dock and gazebo;
 8. Operation, maintenance and repair of the Surface Water Management System and Storm Water Management System located within the Property which serves only the Property. The Association shall be responsible for the operation, maintenance and repair of the master Surface Water Management System and Storm Water Management System;
 9. Painting and general upkeep of fences and entry gates that are part of improvements constructed on the Common Areas; and
 10. Maintenance or repair of the automatic entry system and gates into the Property, including any guardhouse and associated improvements, electrical lighting, and other necessary utility services for the Common Areas, and non-potable water to service the sprinkler system in the Common Areas and any other portion of the Property designated by Declarants.
- C. Hiring professional advisors, management companies, service providers and payment of management and service fees and charges;
- D. Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage;
- E. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the Guests, invitees, tenants or contract purchasers of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;
- F. Worker's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;
- G. Acquisition of equipment for the Common Areas as may be determined by the Board, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas;
- H. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or Assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of these restrictions;
- I. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;
- J. Payment of real property taxes, personal property taxes and other assessments levied against the Common Areas; and
- K. Improvement, maintenance and repair of any portion of the Property which is the responsibility of the Association pursuant to the terms of this Declaration.

4.3. Special Assessments. In addition to the Base Assessments, the Association may levy in any Assessment year a Special Assessment, applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto, the acquisition of property by the Association, the cost of construction of capital improvements to the Association Property and Common Areas, the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, the expense of indemnification of each Director and Officer of the Association, or for any other expenditure approved by the Board, including to cover unbudgeted expenses or expenses in excess of those budgeted. All Special Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the special Assessment.

4.4. Specific Assessments. In addition to the Base Assessments, the Association may levy a Specific Assessment, against one or more Units, for extraordinary maintenance, reconstruction, or repairs to a Unit that are undertaken by the Association pursuant to this Declaration. All Specific Assessments shall become due and payable upon reasonable terms and conditions as set forth at the discretion of the Board upon levying the Specific Assessment.

4.5. Villa Unit Assessments. In addition to the Base Assessments, the Association may levy on the Villa Unit Owners a Villa Unit Assessment, to fund Neighborhood Expenses.

4.6. Apportionment of Assessments. The Base Assessments and Special Assessments for items pertaining to the Common Areas and Association maintenance responsibilities shall be at a uniform rate, based on the total number of Units that have been constructed on the Property and for which a Certificate of Occupancy or other similar instrument issued by the local jurisdiction has been issued. Each Owner shall pay a fractional share equal to one (1) over the total number of Units located on the Property for which a Certificate of Occupancy, or other similar instrument issued by the local jurisdiction, has been issued, multiplied by the total Base Assessments and Special Assessments. Provided, however, the Association may assess additional costs against any Villa Unit Owner to correct maintenance deficiencies, or to enforce the provisions of this Declaration, or which contains special plantings or landscaping, such as rose gardens, orchids, etc., which require extra care, maintenance and expense by the Association.

4.7. Determination of Assessments. The Board shall fix the date of commencement and the amount of the Assessments against the Property at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Owners and Assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of Assessments, the Association shall notify Owners by sending

written notice of such commencement date and amount to said Owners at the address as shown on the current roster of Members, which notice shall be conclusive as to delivery to Owners. The Association shall, on demand and for a reasonable charge, furnish to any Owner liable for said Assessment a certificate in writing signed by an officer of the Association setting forth whether said Assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.8. Payment of Base Assessment. The Base Assessment for which provision is herein made shall be paid monthly, in advance, unless otherwise determined by the Board. The first Monthly Assessment shall be adjusted according to the number of months remaining in the fiscal year.

4.9. Computation of Villa Neighborhood Assessments. At least ninety days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for the Villa Neighborhood for which Neighborhood Expenses are expected to be incurred during the coming year. The Board shall be entitled to set such budget only to the extent that this Declaration, any supplemental declaration or the bylaws, specifically authorizes the Board to assess certain costs. The Villa Neighborhood may request that additional services or a higher level of services be provided by the Association and, in such case, any additional costs shall be added to such budget. Such budget shall a reserve fund for repair and replacement of capital items maintained as a Villa Neighborhood expense, if any, within the Villa Neighborhood, unless four of the six Villa Unit Owners object to the collection of said reserves. The Neighborhood Expenses shall be allocated equally among all units within the Villa Neighborhood. The Board shall cause a copy of such budget and notice of the amount of the Villa Unit Assessment for the coming year to be delivered to each Unit Owner of a Villa Unit in the Villa Neighborhood at least sixty days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Villa Units in the Villa Neighborhood of which the Villa Neighborhood Assessment applies; provided, however, there shall be no obligation to call a meeting for purposes of considering the budget except on petition of owners of 33% of the Villa Units in the Villa Neighborhood, which petition must be submitted to the Board within ten days after delivery of notice of the assessments. This right to disapprove shall only apply to those line items in the Villa Neighborhood budget which are attributable to services requested by the Villa Neighborhood. If the proposed budget for the Villa Neighborhood is disapproved or the Board fails for any reason to determine the budget for any year then, until such time as a

budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

4.10. Right to Lien. If any Assessment is not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Association may, at any time thereafter, record a lien against such deficient Owner's Unit in the Public Records of Duval County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such Assessment the cost of any such action (including reasonable attorneys' fees), and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

4.11. Priority of Lien. Liens for delinquent Assessments shall be recorded in the Public Records of Duval County, Florida, and shall be prior to and subject to Section 4.11 below superior to the creation of any homestead status on the property and any subsequently recorded liens or encumbrances.

4.12. Subordination of Lien to Institutional Mortgage. The lien of the Assessment for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to (i) the lien of any first mortgage to an Institutional Mortgagee, and (ii) the lien of the Mortgage, unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer to an Owner of such real property pursuant to a decree of foreclosure and in any other proceeding in lieu of foreclosure, and shall neither relieve any such Owner(s) from liability for any Assessments thereafter becoming due nor from the lien of any subsequent Assessment.

4.13. Exempt Property. The following property subject to this Declaration shall be exempted from the Assessment charges and liens created herein:

A. All properties to the extent of any easement or other interest therein dedicated and accepted by Duval County and devoted to public use.

B. All Common Areas as defined in Article I.

ARTICLE V ASSOCIATION

5.1. Duties of the Association. The Association shall be responsible for repair and maintenance of Common Areas and other maintenance responsibilities, as determined by the Board in accordance with the Community Wide Standards. The Association may maintain other property which it does not own, including, without limitation, publicly owned property, conservation easements held by nonprofit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

5.2. Authority to Contract for Services by Third Parties. In order to fulfill its obligations under this Declaration, the Association shall have the power and authority to execute one or more maintenance or service contracts providing for maintenance and/or other services to the Property.

5.3. Association Intervention. In addition to the regular maintenance responsibilities of the Association, the Association may provide when necessary in the opinion of the Board of Directors to preserve the beauty, quality and value of the Community, any additional maintenance, repair or replacement that is otherwise the responsibility of an Owner hereunder and which the Owner fails to replace, restore, repair or perform to their original condition, according to the plans and specifications of the original improvements, after thirty (30) days' written notice to the Owner of the need of such replacement, restoration, repair or maintenance.

5.4. Reimbursement of Association. The cost of such additional maintenance set forth above shall be assessed against the real property upon which such maintenance is performed. The Assessment shall be apportioned among the Owners involved in a manner determined to be appropriate by the Board. Any such additional maintenance Assessments shall not be considered a part of the Monthly or Special Assessment, but a Specific Assessment. Any such additional maintenance Assessment shall be a lien on the real property affected and the personal obligation of the Owner and shall become due and

payable in all respects, together with interest, reasonable attorneys fees, and cost of collection, in the same manner and under the same conditions as provided for the other Assessments of the Association.

5.5. Reconstruction. In the event that any of the improvements located on any part of the Property are destroyed or damaged as a result of any cause, including, but not limited to, aging, fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date of insurance settlement, and to complete the repair or replacement within twelve (12) months thereafter. All such repairs or replacement must be performed in accordance with standards promulgated pursuant to Article VI below.

5.6. Failure of Owners to Repair. In the event that the Owner fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, the Association shall be deemed to have been granted the right by the Owner to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements.

5.7. Payment of Costs. Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements on the Property shall constitute a Specific Assessment against the Owner of the subject Unit and shall become due and payable by said Owner in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association, which Specific Assessment shall be secured by the lien noted in Section 4.10. hereof.

5.8. Maintenance of Neighborhoods. The Association shall maintain the landscaped areas in the Villa Neighborhood, notwithstanding that such area is solely for the use and benefit of Owners of Villa Units in the Villa Neighborhood and the cost for maintaining same shall be a Neighborhood Expense, and collected as part of the Villa Unit Assessments. The Association shall also maintain and repair all buildings located within the Villa Neighborhood in good condition and repair and consistent with the Community-Wide Standard. The cost and expenses incurred for same shall also be a Neighborhood Expense, and collected as part of the Villa Unit Assessments.

The Owners of Units within the Villa Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs incurred by the Association of operating, maintaining and insuring certain portions of the area of common responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any signage, entry features, right-of-way and open space between the Villa Neighborhood and

adjacent public roads and private streets within the Villa Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community- Wide Standard and all applicable covenants.

ARTICLE VI ARCHITECTURAL CONTROL AND RECONSTRUCTION

6.1. Approval of Architecture. No improvements, additions or deletions of any kind, including, without limitation, any building, fence, wall, screen enclosure, pool, spa, awning, drain, disposal system, painting, or other improvement shall be commenced, erected, placed or maintained upon any portion of the Property, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless or until the plans and specifications for same have been approved by the ARB (defined below). Provided, however, the Declarant, and its respective successors and assigns shall not be required to obtain such approval.

6.2. Architectural Review Board. The architectural review and control functions shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of the three (3) members of the Board. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a

majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

6.3. ARB Vacancies. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled in the same manner as the original appointment of that member.

6.4. Powers and Duties. The ARB shall have the following powers and duties:

A. To establish, modify and amend the architectural planning criteria for the Community. Any architectural planning criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration. Notice of the adoption, modification or amendment to the architectural planning criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each Member of the Association; provided that, the delivery to each Member of the Association of notice and a copy of any adoption of or modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

B. To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any portion of the Property. The ARB may require such additional information as may reasonably be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria.

C. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any portion of the Property, and which is visible from the outside. All decisions of the ARB shall be submitted in writing to the Association by the ARB and evidence thereof may be made by a certificate, in recordable form, executed under seal by any member of the ARB.

D. To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association in cash at the time that plans and specifications are submitted to the ARB.

E. To the extent such guidelines are applicable to the Property, ensure that any improvement and/or repair to any part of the Property be conducted in accordance with the Preservation Guidelines for the Riverside/ Avondale Historic District.

ARTICLE VII USE RESTRICTIONS

In addition to any restrictions imposed upon the Condominium Units by the Condominium Association as provided in the Condominium Declaration, the use of the Property shall be in accordance with the following provisions. In the event of any conflict between the following provisions and use restrictions contained in the Condominium Declaration, the more restrictive limitation shall be enforced.

7.1. Unauthorized Structures. No tents, trailers, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on the Common Areas or the Units without the written consent of the ARB.

7.2. Communication Equipment. No aerial, antenna, antenna poles, antenna masts, citizen band or amateur band antennas, or satellite dish shall be placed or erected upon any Unit, or affixed in any manner to the exterior of any building in the Property, without the prior written consent of the ARB.

7.3. *Recreational and Other Vehicles. ~~No boats, commercial vehicles, trailers, recreational vehicles or other motor vehicles, except four wheel passenger automobiles, motorcycles and non-commercial trucks or vans, as determined by the Board, shall be placed, parked or stored upon the Property (except in the garage or any other areas designated by the Board) or in the Common Areas for a period of more than four (4) hours, unless such vehicle~~

~~is necessary in the actual construction or repair of a structure or for ground maintenance, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant on the Property, except within a building where totally isolated from public view. All four wheel passenger automobiles, motorcycles, bicycles and non-commercial trucks or vans (all as determined by the Board) shall be parked only in the parking spaces so designated for that purpose by the Association. Each Owner agrees to notify all tenants and Guests of the regulations regarding parking, and to require them to abide by such parking regulations. No parking of commercial trucks of any nature or other commercial vehicles shall be permitted for a period of more than four hours except temporarily for purposes of actual construction, maintenance, service or repair of a Unit or Common Area, moving in or out and for moving or transferring furniture or other personal property, or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreational vehicle shall be permitted to be parked overnight. Any such vehicle or any of the properties prohibited in this Section 7.3 may be removed by the Association at the expense of the Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No boat, or trailer of any kind, shall be permitted to be parked or stored on the Property provided, however, that (1) kayaks, canoes, surfboards and paddle boards may be stored in the Villa Unit enclosed garages, (2) such items also may be stored on the Condominium Property as provided for in the Condominium Declaration, and (3) trailers may be stored in enclosed garages subject to such rules and limitations as the Board of Directors may determine in their sole and absolute discretion. No camper, mobile home, motor home, personal watercraft, or disabled vehicle shall be permitted to be parked or stored on the Property. No repairing of automobiles, trailers, boats, campers, golf carts, or any other vehicles of an Owner or other resident, tenant or guest will be permitted on the Property. All garage doors must remain closed, except upon entering or exiting the garage. No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, personal watercraft or jet ski, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used or stored on the Property as a domicile or residence, either permanent or temporary.~~ ***Amended and recorded 02/19/2021**

7.4. Street Parking. All vehicles must be parked in the garages and/or the driveways or parking areas located on the Villa Neighborhood or in a parking area with respect to the Condominium Parcel. No vehicles may be parked on the streets located within the Property, except temporarily (less than 4 hours). Notwithstanding the foregoing, no vehicles may be parked on the streets overnight.

7.5. Sprinkler Systems. All areas not covered by structures, walkways, or paved parking facilities shall be maintained as a lawn or landscape areas with underground sprinkler systems to the pavement edge of any abutting streets and to the seawall and/or water line of any abutting body of water. No stones, gravel or paving of any types shall be used as a lawn.

7.6. Nuisance. Nothing shall be done or maintained on any portion of the Property, or the Common Areas which may be or become unsightly or a nuisance to the Owners. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.7. Signs No sign of any kind, including but not limited to "For Sale" or "Open House" signs, shall be displayed to public view on any Unit or Common Area, including signs placed in windows, except a sign identifying the improvements located thereon (, street or traffic control signs, or except as placed by the Declarant or approved by the ARB). After Declarant no longer owns any portion of the Property, Owners may maintain one "For Sale" sign which meets ARB approval.

7.8. Maintenance of Lawn Structures. No weed underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, and no refuse or unsightly object shall be placed or allowed to remain on any portion of the Property. Any property, structure, improvement or appurtenance shall be kept in a safe, clean, orderly and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. All lawns, landscaping and sprinkler systems shall be installed and maintained in a neat, orderly and live condition.

7.9. Declarant's Rights. The sale, rental or other disposition of Units in the Property is essential to the establishment and welfare of the Property as an on-going residential community. In order that the development of the Property be completed and the Property established as a fully occupied residential community as soon as possible,

nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents and assigns, contractor or subcontractors of Declarant, or of Declarant's transferees, from taking any action they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the Property as a residential community, including, but not limited to, constructing, maintaining and operating a construction office and a sales facility or model homes, together with appropriate signage. As used in this Declaration, the words "Declarant's transferees" or "its transferees" specifically exclude purchasers of Villa Units and Condominium Units.

7.10. Garages. *No automobile garage shall be permanently enclosed or converted to other use without the written permission of the ARB. No parking space shall be used for the storage of hazardous substances, materials or wastes. *Amended and recorded 02/19/2021

7.11. Garbage. No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Villa Unit. Waste shall be kept in sanitary containers, which shall be kept within the garage of each Villa Unit. Sanitary containers may not be placed outside the driveway area of any Villa Unit, except for a reasonable period for refuse pickup to be accomplished.

7.12. Animals. *Except as provided herein regarding pets, ~~No~~ no animals, livestock or poultry of any kind shall be raised, bred or kept on the Property. Specifically, without limitation, no pigeons, fowl, reptiles, domestic pigs or any other obnoxious animals, shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed. The Owners, tenants, or Guests may keep pets of a normal, domesticated, household-type, such as ~~a cat~~ cats or ~~dog~~ dogs so long as they are kept in strict compliance with all pet ordinances adopted by any governmental authority having jurisdiction over the Property. The pets must be leashed or crated at all times ~~while on any of the Common Areas~~ when not located in a Unit, subject to such exceptions as may be allowed by the Board of Directors in their sole and absolute discretion. No pets are permitted in the recreation areas. Each pet owner shall be responsible for the removal and disposal of their pet's body waste. The Board of Directors is empowered to order and enforce the removal from the Community of any pet that becomes a reasonable source of annoyance to other residents in the Property. Each Unit is limited to a maximum of (2) two pets per household in any combination of normal, domesticated household type pets. Guests of a resident may be accompanied by pets. Each Owner agrees to notify all such persons, and any tenants or employees of the Owner, of the foregoing requirements and any rules adopted by the Association regarding pets, and to require them to abide by all such requirements and rules. *Amended and recorded 02/19/2021

7.13. Retention Drainage Areas. No portion of the Villa Neighborhood shall be increased in size by filling in any water retention or drainage area on which it abuts. Owners shall not fill, dike, rip rap, block, divert or change the established water retention and drainage areas that have been or may be created by easement or by the Declarant.

7.14. Wells. No wells may be placed, maintained or used on any portion of the Property.

7.15. Utility Lines. All utility lines and lead in wires, including, but not limited to, electrical lines, cable television lines, telephone lines and water and sewage lines located within the confines of the Property shall be located underground.

7.16. Declarant's Right to Intervene. In order to ensure the health, safety and general welfare of all Members of the Association, the Declarant, for itself and for the Association reserves the right to enter upon any portion of the Property for the purpose of mowing, clearing or cutting underbrush, removing trash which has accumulated, or maintaining the improvements. However, this provision shall not create an obligation on the part of the Declarant to provide such service.

7.17. Leases. *No Unit Owner may dispose of a Unit or any interest therein by lease without approval of the Association. The Association shall have the power to disapprove leases and reject the application for approval of a lease where a Unit Owner is not current in the payment of assessments unless the Unit Owner brings the assessment payments current. Further, ~~no the lease term of any leased Unit shall be leased for a period not less than sixty (60) days one year nor more than three (3) times a year two years.~~ Nor shall any Unit be sold on a "timeshare" basis. The Association reserves the right to charge a fee not to exceed \$100.00 for review of each proposed lease. *Amended and recorded 02/09/2010

7.18 *Rules. Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Villa Units, Limited Common Areas and Common Areas which may be adopted in writing from time to time by the Board of Directors of the Association, so long as such rules and regulations are not inconsistent with the terms and conditions of this Declaration, and shall see that all persons using the Unit Owner's property by, through, or under them do likewise. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article VII for good cause shown. ***Amended and recorded 02/09/2010**

ARTICLE VIII **SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER** **MANAGEMENT SYSTEM**

8.1. Dedication. The Surface Water Management System and Storm Water Management System are hereby dedicated as part of the Common Areas. The Surface Water Management System and Storm Water Management System shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state.

8.2. Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. John's River Water Management District (the "District"). Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District.

8.3. Use Restrictions. The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

- A. Digging or excavation;
- B. Depositing fill, debris, or any other material or item;
- C. Constructing or altering any water control structure; or
- D. Any other construction that would modify the Surface Water Management System and Storm Water Management System.

8.4. Enforcement by District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

8.5. Dissolution of Association. If the Association ceases to exist, then all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System and Storm Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such system.

8.6. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Surface Water Management System and Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

8.7. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water Management System and Storm Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the

Surface Water Management System and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System and Storm Water Management System. No person shall alter the drainage flow, the Surface Water Management System and Storm Water Management System, including buffer areas or swails, without the prior written approval of the District.

8.8. Amendment. Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the District.

ARTICLE IX
EASEMENTS FOR MAINTENANCE, CONSTRUCTION
AND REPAIR

9.1. Access and Repair. The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over the Property in order to gain access to the Common Areas or in order for the Association to discharge its duties to construct, maintain and repair the Common Areas, and for the purpose of maintaining the Property by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas, together with an easement for the maintenance of sprinkler systems owned by the Association.

9.2. Utilities. The Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone), and roadways and driveways. The utility companies and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to the Common Areas in furtherance of such easements. No structure, planting, fill or other material shall be placed or permitted to remain which may damage or interfere with the use of such easements.

9.3. Additional Easements. The Declarant reserves the right, for itself and its transferees (as long as Declarant or its transferees own any portion of the Property) and for the Association, without joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the Property as the Declarant, its transferees, or the Association shall deem necessary or desirable for the proper development, operation and maintenance of the Property, or any portion thereof,

provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the affected real property for permitted purposes.

Storage and Parking. The Declarant hereby reserves for itself and its transferees and for the Association, without joinder or consent of any person or entity whatsoever, a perpetual, non-exclusive easements over a portion of the Property more particularly located on the ground floor of the Condominium for office storage space for the Association, as determined by the Declarant in its sole and absolute discretion, and the right to reserve the exclusive use of up to _____ parking spaces located on the Common Area for the specific use of any Unit Owner Declarant desires, in Declarant's sole and absolute discretion. The right to use said parking spaces shall be evidenced by an assignment of same from the Declarant to the Unit Owner(s), which will be maintained in the Association's record, although said assignment shall not be recorded in the Public Records. After the initial assignment from the Declarant, the Unit Owner(s) permitted to use said parking spaces shall have the right to assign said right to any other Unit Owner he or she desires by executing an assignment of said right which shall be delivered to the Association and maintained in its records.

Encroachments. If any portion of the Common Areas encroaches upon any Unit; if any Unit encroaches upon any other Unit or upon any portion of the Common Areas, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any

improvements; (iii) any addition, alteration or repair to the Common Areas made by or with the consent of the Association or Declarant; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Areas, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three (3) feet, as measured from any common boundary between adjacent Units and between each Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

ARTICLE X ENFORCEMENT OF COVENANTS

10.1. Duty to Comply. Every Owner and his tenants, Guests, invitees and agents shall comply with all of the terms and conditions of this Declaration, the Articles of Incorporation and By-Laws, and rules and regulations as same exist and as all such documents may be amended or adopted in the future.

10.2. Enforcement. Failure to comply herewith or with such rules and regulations shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

10.3. Fines. The Association shall have the right to levy a fine against an Owner for any violation of the provisions of this Declaration that continues for more than three (3) days after written notice. The amount of such fine shall be established by the Association, but in no event shall any fine be more than \$100 per day or the maximum amount allowed by applicable law, whichever is less. Any fine so levied shall be deemed a Specific Assessment and shall constitute a lien on the Unit of the Owner against whom the fine has been assessed.

10.4. Attorneys' Fees. If any litigation is commenced to enforce the covenants and conditions of this Declaration, the prevailing party thereto shall be entitled to reasonable costs and attorneys' fees, including costs and fees of any appeal.

ARTICLE XI PARTY WALL FOR THE VILLAS

11.1. Subject to Declaration. It is hereby declared that any Party Wall, and any extensions of it, shall be subject to the covenants, restrictions and easements set forth in this Master Declaration.

11.2. Examination of Party Wall. Any Owner who purchases a Villa Unit with a Party Wall acknowledges that they have physically examined the Party Wall prior to closing on the purchase of the Villa Unit and it is mutually agreed that both owners of the Party Wall (hereinafter referred to as the "co-owner") waive any and all claims, damages, demands, actions, proceedings, rights or remedies that each may have as against the other arising out of or relating to the Party Wall, including the construction of chimneys and flues therein already constructed as of the date of closing of the purchase of the Villa Unit.

11.3. Duty to Repair or Rebuild. In the event of damage or destruction of the Party Wall from any causes, other than the negligence or willful act of a co-owner, his or her contractors, lessees, invitees, Guests, tenants, agents, employees, or contract purchasers of either party, the then co-owners shall, at joint and equal expense, repair or rebuild the Party Wall on the same spot and on the same line, and be of the same size, and of the same or similar material and of like quality with the present wall, and each co-owner, his heirs, successors, and assigns shall have the right to the use of the Party Wall so repaired or rebuilt. The parties agree that repairs and reconstruction of the Party Wall shall be undertaken if a condition exists which may result in damage or injury to any person or property if repair or reconstruction work is not undertaken. Either co-owner, upon

discovering the possibility of damage or destruction, shall notify the other of the nature of the damage, the work required to remedy the situation, and the estimated cost of the repair or reconstruction. The other co-owner shall then have twenty (20) days from the receipt of the notice either to object to the repairs or reconstruction or to pay the co-owner's share of the cost of the work. However, in the event of an emergency (i.e., a condition that is immediately threatening to the safety of persons or property) the other co-owner shall then have five (5) days from the receipt of the notice, which notice shall state that an emergency exists, either to object to the repairs or reconstruction or to pay the co-owner's share of the cost of the work.

A. If any negligence or willful act of a co-owner, or his or her contractors, lessees, invitees, Guests, tenants, agents, employees, or contract purchasers shall cause damage to or destruction of the Party Wall, the negligent or willful co-owner shall bear the entire cost of repair or reconstruction.

B. If either co-owner shall neglect or refuse to pay the co-owner's share, or all of the cost in case of negligence or willful act, the other co-owner may have the wall repaired or restored and shall be entitled to have a mechanics' lien and lis pendens on the Villa Unit of the co-owner failing to pay for the amount of such defaulting co-owner's share of the repair or replacement cost.

11.4. Establishment of Easement. Each co-owner and his respective successors, heirs, or assigns, contractors, licensees, agents and employees shall have any easement over that part of the Villa Unit of the other co-owner on which the Party Wall is located, as may be necessary or desirable to carry out the terms of this Article.

A. Each co-owner and his or her contractors, licensees, agents, and employees shall have an easement over that part of the Villa Unit of the other co-owner necessary or desirable to repair, restore, or extend the Party Wall.

B. Each co-owner shall permit the other co-owner and the other co-owner's contractors, licensees, agents and employees to enter his property for the purpose of repairing or restoring the Party Wall and shall secure the permission of the tenants, if any, occupying the Villa Unit for such entrance.

11.5. Notice. Any notice or report required under this Article shall be sent to a co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co-owner, in which event the new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

11.6. Insurance. Each Villa Unit Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Villa Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Villa Unit, without deductions for depreciation. Each Villa Unit Owner shall not do or permit any act or thing to be done in or to a Party Wall contrary to law or which invalidates or is in conflict with the Owner's insurance policy.

11.7. Indemnification. Each co-owner agrees to indemnify and hold the other co-owner harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co-owner or his or her contractors, licensees, invitees, Guests, tenants, agents, employees or contract purchasers.

11.8. Liability for Unpaid Expenses pertaining to Party Wall. Upon any transfer of title to a Villa Unit, the selling co-owner ("Grantor") and the purchaser ("Grantee") of such Villa Unit shall be jointly and severally liable for all unpaid amounts pertaining to the Party Wall accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

11.9. Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of three arbitrators, one to be chosen by each co-owner and the third to be chosen by the two chosen by the co-owners. If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then two other arbitrators shall be chosen by the American Arbitration Association. If the two arbitrators chosen by the co-owners fail to choose a third arbitrator within ten days after they have been selected, then a third arbitrator shall be chosen by the American Arbitration Association. Each co-owner

will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co-owner may institute arbitration under this section upon 10 days' notice.

11.10. Use of Party Wall. Either co-owner shall have the right to use the side of the Party Wall facing the co-owner's Villa Unit in any lawful manner, including attaching structural or finishing materials to it; however, a co-owner shall not create windows or doors in the Party Wall without the written consent of the other co-owner. Any consent given to one of the co-owners to make openings in the Party Wall shall be subject to the right of the other co-owner to close up such openings at such times as that co-owner desires to use that part of the Party Wall.

ARTICLE XII COMMON ROOF FOR THE VILLAS

12.1. Subject to Declaration. Each Villa Unit shares a common roof with one or more Villa Units. It is hereby declared that the roof of each Villa Unit shall be subject to the covenants, restrictions and easements set forth in this Master Declaration.

12.2. Duty to Repair. The Association shall be responsible for the maintenance, repairs and replacement of the roof of each Villa Unit, and shall maintain appropriate hazard insurance to cover the costs of such repairs, the cost of which shall be a Neighborhood Expense, and assessed to the Owners of the Villa Units as a Villa Unit Assessment. The Association shall establish reserve accounts for the replacement of the roofs of the Villa Units. Payments into the reserve accounts shall be made by the Villa Unit Owners as an Assessment. In the event of damage or destruction of the common roof from any causes, other than the negligence or willful act of any co-owner, or his or her contractors, licensees, invitees, Guests, tenants, agents, employees or contract purchasers, the Association shall repair or rebuild the common roof on the same line, and be of the same size, and of the same or similar material and of like quality with the current roof and each co-owner, his heirs, successors and assigns shall have the right to use the common roof so repaired or rebuilt. The repairs and reconstruction of the common roof shall be undertaken whenever a condition exists which may result in damage or injury to any person or property. Any co-owner, upon discovering the possibility of damage or destruction, shall notify the other co-owner and the Association of the nature of the damage, the work required to remedy the situation and the estimated cost of the repair or reconstruction. If any negligence or willful act of the co-owner, his or her contractors, licensees, invitees, Guests, tenants, agents, employees or contract purchasers shall cause damage to or destruction of the common roof, the negligent co-owner shall bear the entire cost of the repair or reconstruction. If any co-owner shall neglect or refuse to pay the co-owner's share, or all of the costs in the case of negligence or willful act, then the Association or other co-owner(s) shall have the roof repaired or restored and shall be entitled to have a construction lien and lis pendens on the Villa Unit of the co-owner failing to pay for the amount of such defaulting co-owner's share of the repair or replacement cost.

12.3. Easement.

A. Each co-owner and his respective successors, heirs or assigns, contractors, licensees, agents and employees shall have an easement over the other co-owner(s)' Villa Unit as may be necessary or desirable to carry out the terms of this Article.

B. Each co-owner and his respective successors, heirs, assigns, contractors, licensees, agents and employees shall have an easement over that part of the Villa Unit of the other co-owner(s) necessary or desirable to repair, restore or replace the common roof.

C. Each co-owner shall permit the other co-owner(s) and the other co-owner's contractors, licensees, agents and employees to enter his property for the purpose of repairing, restoring or replacing the common roof and shall secure the permission of the tenants, if any, occupying the property for such entrance.

12.4. Notice. Any notice or report required under this Article shall be sent to the co-owner at the address of the co-owner, as indicated in the records of the Association, unless the address is changed by written notice to the other co-owner, in which event the

new address given shall be used for the sending of the notice or report. In addition, any notice or report shall be sent by certified mail, properly addressed and postage pre-paid.

12.5. Insurance. Each Owner shall be required to obtain, and maintain, "All Risks" insurance for his respective Villa Unit in an amount equal to one hundred percent (100%) of the full replacement value of their Villa Unit, without deductions for depreciation. The co-owners shall not do or permit any act or thing to be done in or to the common roof contrary to law or which invalidates or is in conflict with the co-owner's insurance policy.

12.6. Indemnification. Each co-owner agrees to indemnify and hold the other co-owner(s) harmless against any liability or personal or property damage, when such liability or damage shall result from, arise out of, or is attributable to the acts of omissions of such co-owner(s) or his or her contractors, licensees, invitees, Guests, tenants, agents, employees or contract purchasers.

12.7. Liability for Unpaid Amounts for Repair or Replacement. Upon any transfer of title to a Villa Unit, the selling co-owner ("Grantor") and the purchaser ("Grantee") of such Villa Unit shall be jointly and severally liable for all unpaid amounts pertaining to the common roof accrued up to the date of the conveyance without prejudice to the rights of the Grantee but the Grantee shall be exclusively liable for those accruing after the conveyance.

12.8. Arbitration. The co-owners agree and consent that any controversy or difference arising between the co-owners with respect to any of the provisions of this Article shall be submitted to the decision of arbitrators, one to be chosen by each co-owner and an additional arbitrator to be chosen by the arbitrators chosen by the co-owner(s). If a co-owner fails to choose an arbitrator within ten days after the first one is chosen, then any other required arbitrators shall be chosen by the American Arbitration Association. If the arbitrators chosen by the co-owners fail to choose the additional arbitrator(s) within ten days after they have been selected, then the additional arbitrator(s) shall be chosen by the American Arbitration Association. Each co-owner will pay the cost of its experts, evidence, and legal counsel, but the other expenses of the arbitration will be borne equally by the co-owners. The arbitration will be governed by the Commercial Rules of the American Arbitration Association then in effect. A decision of a majority of arbitrators shall be final and conclusive on the co-owners. Judgment upon any award of the arbitrators may be entered in any court of competent jurisdiction. Any co owner may institute arbitration under this section upon IO days' notice.

ARTICLE XIII **GENERAL PROVISIONS**

13.1. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant and the Association, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time, this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Board of Directors of the Master Association, has been recorded agreeing to change or terminate this Declaration in whole or in part. Violation or breach of any conditions, covenants or restrictions herein contained shall give the Declarant, Association and Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of such conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners in violation or breach, provided such proceeding results in a finding that the Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarants and/or the Association in seeking such enforcement.

13.2. Eminent Domain Proceedings. Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Owners of the Villa Units and the Condominium Association, in proportion to the number of votes.

13.3. Notices. Any notices required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the address of the party to which the notice is directed. Notices sent to Owners shall be mailed to the address of such Owner as set forth in the records of the Association. Each Owner is

responsible for notifying the Association of any address corrections or changes.

13.4. Savings Clause. Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

13.5. Amendment of Declaration by Declarant. Subject to the next sentence, the Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto. Declarant's rights shall include, without limitation, the right to amend this instrument at any time prior to the sale of at least ninety percent (90%) of the total number of Units intended to be constructed in order to correct any errors or omissions, or the dimensions of Common Areas not previously conveyed, as long as any such amendment does not purport to limit or alter the rights afforded any Owners then holding title to the Property, purport to change the dimensions of Common Areas previously conveyed, or purport to restrict the integrity of the lien of any Institutional Mortgagee. After at least ninety percent (90%) of the total number of Units have been conveyed, this Declaration may be amended by the consent of a majority of the Villa Owners and the consent of the President of the Condominium Association, after the President obtains at least 2/3rd of the total votes of the Condominium Unit Owners. Any amendment shall relate back to and become effective as of the date of recording of this Declaration, and all Owners, by acceptance of their deed, agree to be bound not only by the terms and conditions of this Declaration, but all amendments hereto, regardless of when such amendments are made. Any amendment affecting the Surface Water Management System and Storm Water Management System must first be approved by the District.

13.6. Release or Addition of Property. Notwithstanding any of the provisions contained in this Declaration, Declarant, its transferees, successors and assigns, shall not be obligated to develop all of the Property submitted to this Declaration, and Declarant may, in its sole discretion, add to or release any of the property submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners. Such addition or release shall be made by the Declarant filing in the Public Records of Duval County an amendment to this Declaration providing for addition or the release of the property from this Declaration. Such amendment shall include any provisions necessary to assure that the property being added to or released from this Declaration shall be entitled to use the roads, water, sewer, irrigation, telephone, cable television, water management and all other infrastructure serving the Property, which the Declarant determines is necessary for the development of the property removed from the Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

13.7. Declarant's Sales Center. As long as the Declarant owns any portion of the Property, Declarant shall have the exclusive right to maintain a sales center, model homes or signs on the Property.

13.8. Construction. Whenever the singular is used in this Declaration, it shall include the plural and the singular, and the use of any gender shall include all genders.

13.9. Conflict. In the event of a conflict between this Declaration, the Articles of Incorporation for the Association and the By-Laws for the Association and the Condominium Declaration, the Articles of Incorporation for the Condominium Association and the By-Laws of the Condominium Association, this Declaration, the Articles of Incorporation for the Association or the By-Laws for the Association, in that order, shall prevail.

13.10. Effective Date of Declaration. This Declaration shall become effective upon its recording in the Public Records of Duval County, Florida.

13.11. SECURITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY INCLUDING, WITHOUT

LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, DUVAL COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

***ARTICLE XIV**
NO WAIVER; REMEDIES

14.1 No failure or delay by the Association, by the Board of Directors or otherwise, in exercising any right, power or authority under this Declaration will operate as a waiver of such right, power or authority. A single or partial exercise of any right, power or authority will not preclude any other or further exercise of such right, power or authority, or the exercise of any other right, power or authority. The rights and remedies provided in this Declaration will be cumulative and not exclusive of any rights or remedies provided by law. *Amended and recorded 02/19/2021


AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS AND SHALL ALSO INCLUDE THE DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.


IN WITNESS WHEREOF, the Declarants have caused these presents to be executed as of this JV day of May, 2005.

WITNESSES:

FLAGVENTURE RIVERSIDE, LTD., a Florida limited partnership

By: Flag Venture RS, a Florida Inc.,

By: 
Bryan L. Weber
Its/President


Printed Name: _____
I: _____

Printed Name: Emily Ru

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF 10
oJ

The foregoing instrument was acknowledged before me this day of May, 2005, by Bryan L. Weber as President of Flag Venture RS, Inc., a Florida corporation, the general partner of Flag Venture Riverside, LTD., a Florida limited partnership, on behalf of the partnership, who is personally known to me or has provided identification.

HEATHER
WILSON
Notary Public, State of
Florida My comm. exp.
Mar. 26, 2007 Comm. No.
DD 197056

(Seal) _____
Printed Name: Id<: ?c -f-h -c- r iu J lsc A..J
My Commission Expires: 3 /Z < 12 / 17

CONSENT

AmSouth Bank, an Alabama state chartered bank ("Mortgagee") the owner and holder of that certain Mortgage from Flag Venture Riverside, Ltd., a Florida limited partnership to Mortgagee, encumbering the property described therein, said Mortgage having been recorded in O.R. Book 11263, Page 66; as modified by that certain Mortgage Modification and Future Advance Agreement recorded in OR Book 11658, Page 1055; and as modified by that certain Second Mortgage Modification and Future Advance Agreement recorded in OR Book 11889, Page 796, all of the Public Records of Duval County, Florida, hereby consents to the execution of this Master Declaration of Covenants, Conditions, and Restrictions for VillaRiva, and by said Consent, agrees to subject itself, its successors and assigns, to the provisions of such Declaration.

Dated this ____ day of July, 2005.

Witnesses:

Krusbaum

AMSOUTH BANK, an Alabama state chartered bank

[Signature]

By: _____
Printed Name: **SEAN DAVIS**
Its: **SR. VICE PRESIDENT**

Printed Name: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before this ____ day of June _____, 2005, at _____ of AmSouth Bank, who _____ or has produced _____ as identification.

[Signature]

(Seal)

Printed Name: IRENE S. PORCELLO
My Commission Expires: 8/23/07
c...1.6

IRENE S. PORCELLO
MY COMMISSION # DD 220893
EXPIRES: August 23, 2007
1-800-3-NOTARY FL Notary Discoum Assoc. Co

EXHIBIT "A"

THE VILLAS

THE WEST ONE HALF OF LOT 3, TOGETHER WITH LOTS 4 AND 5, BLOCK 43, RIVERSIDE, AS RECORDED IN PLAT BOOK 1, PAGE 109 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH LOTS 1, 2, 3, 4 AND 5, BLOCK B, MARK'S REPLAT OF RIVERSIDE, AS RECORDED IN PLAT BOOK 4, PAGE 73 OF SAID PUBLIC RECORDS, TOGETHER WITH A PART OF RIVER BOULEVARD, AS CLOSED BY ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 9027, PAGE 134 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STOCKTON STREET (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $76^{\circ}02'51''$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE, A DISTANCE OF 250.01 FEET; THENCE SOUTH $14^{\circ}27'00''$ EAST, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 249.89 FEET; THENCE NORTH $76^{\circ}13'42''$ EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE (A 50.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND ITS WESTERLY PROLONGATION THEREOF, A DISTANCE OF 150.34 FEET; THENCE SOUTH $14^{\circ}23'57''$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.81 FEET; THENCE SOUTH $68^{\circ}46'14''$ WEST ALONG A CONCRETE BULK HEAD OF THE ST. JOHNS RIVER, A DISTANCE OF 402.48 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STOCKTON STREET; THENCE NORTH $14^{\circ}29'30''$ WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 577.16 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

VILLA RIVA CONDOMINIUMS

A PART OF THE FRANCIS J. ROSS GRANT, SECTION 56, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF LOTS 3, AND 5, BLOCK 43, RIVERSIDE, AS RECORDED IN PLAT BOOK 1, PAGE 109 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, TOGETHER WITH LOTS 1, 2, 3, 4 AND 5, BLOCK B MARK'S REPLAT OF RIVERSIDE, AS RECORDED IN PLAT BOOK 4, PAGE 73 OF SAID PUBLIC RECORDS AND A PART OF RIVER BOULEVARD AS CLOSED BY ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 9027, PAGE 134 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STOCKTON STREET (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $14^{\circ}29'13''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 274.45 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH $75^{\circ}43'05''$ EAST, A DISTANCE OF 36.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH $75^{\circ}43'05''$ EAST, A DISTANCE OF 20.33 FEET; THENCE NORTH $14^{\circ}16'15''$ WEST, A DISTANCE OF 55.85 FEET; THENCE NORTH $75^{\circ}43'12''$ EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH $14^{\circ}16'55''$ EAST, A DISTANCE OF 55.85 FEET; THENCE NORTH $75^{\circ}43'05''$ EAST, A DISTANCE OF 77.13 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $03^{\circ}33'05''$ EAST AND A CHORD DISTANCE OF 21.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 104.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH $61^{\circ}15'16''$ WEST AND A CHORD DISTANCE OF 96.12 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $46^{\circ}51'10''$ WEST AND A CHORD DISTANCE OF 15.92 FEET TO A POINT ON SAID CURVE; THENCE NORTH $14^{\circ}27'13''$ WEST, A DISTANCE OF 37.10 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $85^{\circ}01'45''$ EAST AND A CHORD DISTANCE OF 10.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 101.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 157.48 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $59^{\circ}51'51''$ EAST AND A CHORD DISTANCE OF 142.01 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE 13.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH $30^{\circ}07'42''$ EAST AND A CHORD DISTANCE OF 12.88 FEET TO A POINT ON SAID CURVE; THENCE NORTH $75^{\circ}43'05''$ EAST, A DISTANCE OF 124.00 FEET; THENCE SOUTH $14^{\circ}16'55''$ EAST, A DISTANCE OF 208.33 FEET; THENCE SOUTH $75^{\circ}43'05''$ WEST, A DISTANCE OF 107.00 FEET; THENCE SOUTH $14^{\circ}16'55''$ EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH $75^{\circ}43'05''$ WEST, A DISTANCE OF 69.00 FEET; THENCE NORTH $14^{\circ}16'55''$ WEST, A DISTANCE OF 14.00 FEET; THENCE SOUTH $75^{\circ}43'05''$ WEST, A DISTANCE OF 107.00 FEET; THENCE NORTH $14^{\circ}16'55''$ WEST, A DISTANCE OF 152.91 FEET; THENCE SOUTH $75^{\circ}48'47''$ WEST, A DISTANCE OF 36.04 FEET; THENCE NORTH $14^{\circ}29'30''$ WEST, A DISTANCE OF 35.00 FEET; THENCE NORTH $75^{\circ}48'1$

47 EAST, A DISTANCE OF 36.16 FEET; THENCE NORTH 14°16'55" WEST,
A DISTANCE OF 20.42 FEET TO THE POINT OF BEGINNING.

Exhibit "C"

VILLA RIVA TOWNHOME PARCEL

ALL OF TOWNHOME NEIGHBORHOOD AT VILLA RIVA, AS RECORDED IN PLAT
BOOK 57, PAGE 36 OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

EXHIBIT "F"

COMMON AREAS

THE WEST ONE HALF OF LOT 3, TOGETHER WITH LOTS 4 AND 5, BLOCK 43, RIVERSIDE, AS RECORDED IN PLAT BOOK 1, PAGE 109 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH LOTS 1, 2, 3, 4 AND 5, BLOCK B, MARK'S REPLAT OF RIVERSIDE, AS RECORDED IN PLAT BOOK 4, PAGE

73 OF SAID PUBLIC RECORDS, TOGETHER WITH A PART OF RIVER BOULEVARD, AS CLOSED BY ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 9027, PAGE 134 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STOCKTON STREET

(AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $76^{\circ}02'51^{11}$ EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE, A DISTANCE OF 250.01 FEET; THENCE SOUTH $14^{\circ}27'00''$ EAST, LEAVING SAID

RIGHT-OF-WAY LINE, A DISTANCE OF 249.89 FEET; THENCE NORTH $76^{\circ}13'42''$ EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF ST. JOHNS AVENUE (A 50.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) AND ITS WESTERLY PROLONGATION

THEREOF, A DISTANCE OF 150.34 FEET; THENCE SOUTH $14^{\circ}23'51^{17}$ EAST, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 275.81 FEET; THENCE

SOUTH $68^{\circ}46'14''$ WEST ALONG A CONCRETE BULK HEAD OF THE ST. JOHNS RIVER, A DISTANCE OF 402.48 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF STOCKTON STREET; THENCE NORTH $14^{\circ}29'30^{11}$ WEST ALONG SAID RIGHT-OF-WAY

LINE, A DISTANCE OF 577.16 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PART OF THE FRANCIS J. ROSS GRANT, SECTION 56, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING A PART OF LOTS 3, 4 AND 5, BLOCK 43, RIVERSIDE, AS RECORDED IN PLAT BOOK 1, PAGE 109 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, TOGETHER WITH LOTS 1, 2, 3, 4 AND 5, BLOCK B MARK'S REPLAT OF RIVERSIDE, AS RECORDED IN PLAT BOOK 4, PAGE 73 OF SAID PUBLIC RECORDS AND A PART OF RIVER BOULEVARD AS CLOSED BY ORDINANCE RECORDED IN OFFICIAL RECORDS BOOK 9027, PAGE 134 OF SAID PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERSIDE AVENUE (AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF STOCKTON STREET

(AN 80.00 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE SOUTH $14^{\circ}29'30''$ EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 274.45 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH $75^{\circ}43'05''$ EAST, A DISTANCE

OF 36.24 FEET TO THE POINT OF BEGINNING; THENCE NORTH $75^{\circ}43'05^{11}$ EAST, A DISTANCE OF 20.33 FEET; THENCE NORTH $14^{\circ}16'15^{11}$ WEST, A DISTANCE OF 55.85 FEET; THENCE NORTH $75^{\circ}43'12^{11}$ EAST, A DISTANCE OF 25.00 FEET; THENCE

SOUTH 14°16'55" EAST, A DISTANCE OF 55.85 FEET; THENCE NORTH 75°43'05" EAST, A DISTANCE OF 77.13 FEET TO A POINT ON A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 03°33'05" EAST AND A CHORD DISTANCE OF 21.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 104.33 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF NORTH 61°15'16" WEST AND A CHORD DISTANCE OF 96.12 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 16.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 46°51'10" WEST AND A CHORD DISTANCE OF 15.92 FEET TO A POINT ON SAID CURVE; THENCE NORTH 14°27'31" WEST, A DISTANCE OF 37.10 FEET TO A POINT ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 10.21 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 85°01'45" EAST AND A CHORD DISTANCE OF 10.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 101.00 FEET; THENCE