

Record & Return to:
GC Land Development, Inc.
1400 Marsh Landing Parkway, #108
Jax Beach, FL 32250

FIVE MINUTE RECORDING

Public Records of
St. Johns County, FL
Clerk# 03-080306
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**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
FLORENTINE**

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1427

THIS DECLARATION is made this 28 day of OCTOBER 2003, by GC LAND DEVELOPMENT, INC., whose mailing address is 1400 Marsh Landing Parkway, Suite 108, Jacksonville Beach, Florida 32250, hereinafter called "Declarant" and is intended to create covenants running with the land described in Exhibit "A" attached hereto and forever binding the owner and his successors and assigns.

RECITALS

A. Declarant is the owner of that certain real property (the "Property") located in St. Johns County, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Declarant to develop the Property as a residential community.

C. Declarant desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restriction, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Declarant deems it is desirable to create a nonprofit association. The Florentine Community Homeowners Association Inc., shall own, operate, maintain and administer all of the common areas within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created. In addition, the Association shall have the power to execute a hold harmless and indemnification agreement indemnifying St. Johns County from any and all loss associated with the construction of the entry feature located in the right-of-way at the entrance of the subdivision.

Prepared By: R.R. Crabtree, Esq.
8777 San Jose Blvd.
Jax., FL 32217

DECLARATION

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restriction, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Declarant.

ARTICLE I**DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in this Declaration:

(a) "Association" shall mean and refer to Florentine Community Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns. The Articles of Incorporation and Bylaws for the Association shall be referred to as the "Association Articles of Incorporation" and the "Association Bylaws", respectively. The Association shall own, operate and maintain the Common Areas; enforce the easements set forth in this Declaration; collect and disburse the assessments hereinafter created; and be responsible for the administration and enforcement of the covenants, conditions, restrictions and limitations hereinafter set forth (sometimes referred to as the "covenants and restrictions").

(b) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time to time.

(c) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(d) "Builder" shall mean those persons or entities who shall enter into agreements with Declarant for the purchase of all or a portion of the Property together with the commitment to construct residences thereon.

(e) "Charges" shall mean and include all General, Special and Lot Assessments.

(f) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the owners within the Property. To the extent such facilities have been constructed, the Common Areas shall include, without limitation, parks, walkways, signage, lakes, ponds and watercourses, access, utility and drainage easements, and related facilities.

(g) "Common Roads" shall mean and refer to the roads located within the Common Areas, which roads shall be dedicated to the public.

(h) "Declarant" shall mean and refer to GC Land Development, Inc., or such other entity which has been specifically assigned the rights of Declarant hereunder and any assignee thereof which has had the rights of Declarant similarly assigned to it. Declarant may also be an Owner for so long as Declarant shall be record owner of any Lot as defined herein.

(i) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Easements applicable to the Property.

(j) "DRB" shall mean and refer to the Design Review Board as provided in Article VII hereof. The members of the DRB shall be appointed by Declarant.

(k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VI entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(l) "Lot" shall mean and refer to any plot of land, including any combination of previously platted lots which Declarant sells to Builder, intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

(m) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(n) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles of Incorporation and Bylaws.

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(p) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(q) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article VI hereof.

(r) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

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

(t) "Conservation Area" or "Conservation Areas" shall mean and refer to all of such areas so designated as such upon any recorded Subdivision Plat or Plats of the Property.

(u) "Turnover" shall mean that date following conversion of Class B Membership to Class A Membership upon which Declarant transfers majority control of the Board of Directors as provided in this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold conveyed and occupied subject to this Declaration consists of that land lying in St. Johns County, Florida, which has been more particularly described in Exhibit "A" hereto.

Section 2. No Lot upon which a house has been constructed shall be further subdivided or separated into smaller lots by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Declarant shall have the right to modify the subdivision plat of the Property if all Owners of the affected Lots consent to such modification, which consent shall not be unreasonably withheld.

Section 3. Declarant hereby reserves for itself and its successors or assigns, the right to annex additional properties to this Declaration, without consent from any party, so long as such additional property is no further than five (5) miles from the Property.

ARTICLE III

OWNERSHIP AND MEMBERSHIP

Section 1. A Lot may be owned by one or more natural persons or an entity other than a natural person.

Section 2. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot except as provided for herein.

Section 3. The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of Declarant while Declarant is a Class B Member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they, between themselves, determine, by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. The vote appurtenant to any Lot shall be suspended in the event that, and for as long as, more than one member holding an interest in that Lot lawfully seeks to exercise it.

(b) Class B. Class B Members shall be Declarant, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease when Declarant has conveyed over ninety percent (90%) of the Lots within the Property or when Declarant, in his sole discretion, elects to terminate its Class B membership, whichever shall occur first. Upon the termination of its Class B membership, Declarant shall be a Class A Member so long as he owns any Lots.

(c) In the event additional Lots are added to the Association by annexation pursuant to Article II, Section 3, of this Declaration after the Class B Membership shall cease under Section 3(b) of this Article, the Class B Membership and voting rights shall be immediately reinstated and resumed, and shall continue until the subsequent occurrence of one of the above events.

ARTICLE IV

OWNERS' RIGHTS

Section 1. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage any or all of the facilities constructed on its property for the purpose of improvements or repair to such property of facilities at a regular meeting of the Association or at a special meeting called for this purpose.

(e) The right of Declarant or the Association to grant and reserve easements and rights-of-way through, under, over and across the Common Areas and Common Roads, including the right to grant easements for ingress and egress to members of the general public.

(f) The right of Declarant or the Association to acquire, extend, terminate or abandon easements.

Section 2. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of the Declaration and the Association Articles of Incorporation, Bylaws and Rules and Regulations.

Section 3. In the event any Common Areas, facilities or personal property of the Association or of Declarant are damaged or destroyed by an Owner or any of his Guests, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

ARTICLE V

ASSOCIATION

Section 1. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation, the Bylaws, promulgated Rules and Regulations, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions restrictions and limitations set forth in the Declaration: operate, maintain and administer all Common Areas and Common Roads within the Property, administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

Section 2. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. If construction of a House on any Lot has not begun within two (2) years after conveyance of the Lot by Declarant, the Association may install an irrigation system, plant grass and maintain the lot to provide a finished appearance. The costs of these services shall be an additional Lot Assessment.

Section 3. Except as provided for herein, the Association is not responsible for any exterior maintenance of Houses, including but not limited to, glass surfaces on doors, screens and screen doors, exterior doors and window fixtures, terraces, patio and deck improvements or roofs.

Section 4. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's management, maintenance and repair activities, as the Association Board of Directors may choose. The Association shall be billed by its independent contractors, and the cost therefor shall be included within the General Assessment or Lot Assessment, as the case may be.

Section 5. The Association may establish security procedures for the Property. Such procedures may be adopted and from time to time changed by the Association as the Association Board of Directors chooses in its discretion. Security procedures adopted and provided by Declarant or the Association may be in conjunction with other associations representing property owners. No representation, warranty, or guarantee is made, nor assurance given, that the security systems or procedures for the Property will prevent personal injury or damage or loss of property. Neither Declarant nor the Association nor its Board of Directors or other agents shall be liable or responsible for any personal injury for any loss or damage to property which may occur within the Property, whether or not it is due to the failure of the security system and procedures adopted from time to time.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. All assessments and fines (referred to collectively in this Article as "charges") together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its

officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

Section 3

(a) In addition to Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that such assessments shall have been properly authorized pursuant to the terms of the Association Articles of Incorporation and Bylaws.

(b) In addition, the Association may levy an Emergency Assessment at any time by a majority vote of the Association Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas, and such Emergency Assessment shall be due and payable at the time and in the manner specified by the Association Board of Directors.

Section 4. In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. The initial Assessment on any Lot subject to assessment shall be collected at the time title to such Lot is conveyed to the Owner by Declarant or Builder. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's lot, prorated to the date of closing based upon a thirty-day month.

Section 6.

(a) Any charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time to time by the Association Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

Section 7. The Treasurer of the Association, upon demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of the year.

(b) Declarant shall determine the Association budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles of Incorporation and Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association, to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Association Board of Directors consider necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Association Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Association Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. The following property subject to this Declaration shall be exempted from the Assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas, including but not limited to, Common Roads;

(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by Declarant so long as such property is not being occupied for business or residential purposes. Declarant may assign this exemption right to any entity which acquires two or more Lots for construction and resale purposes. Such an assignment shall have no effect on Declarant's exemption hereunder.

Section 10. In the event the Common Areas owned by the Community Association are taxed separately from the Lots deeded to Owners, the association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. In order to preserve the beauty and aesthetic design of the Development and to promote the value of the Development, the Property is hereby made subject to the following restrictions in this Article VII, and every Lot Owner agrees to be bound hereby.

Section 2. Declarant shall establish the Design Review Board (the "DRB"), which shall consist of at least three (3) members who may or may not be members of the Board of Directors, provided that prior to the termination of Declarant's right to appoint and remove officers and directors of the Association, Declarant reserves the right to appoint a majority of the members of the DRB, which appointees do not have to be Owners. Each DRB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Declarant shall have the right to remove DRB members which Declarant has appointed. The DRB shall meet at least monthly at such places as may be designated by the Chairman of the DRB. One (1) member shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the DRB on any matter before it. The DRB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors

and/or attorneys in order to advise and assist the DRB in performing its functions as set forth herein.

Section 3. No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the DRB. Modifications subject to DRB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy fences; additions of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatments; any alterations of the landscaping or topography of the Lot, including without limitation planting or removal of trees in excess of six (6) inches in diameter at three (3) feet height; planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property; and all other modification, alterations or improvements visible from Common Areas or other Lots. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by Declarant.

Section 4.

(a) The DRB shall establish design and construction standards for all construction, other improvements and landscaping to which this Article applies, and uniform procedures for the review of the applications submitted to it. The standards and procedures shall be published in writing and made available to all Owners and Builders. It shall be the responsibility of each Owner to obtain a copy of the standards and procedures prior to commencement of the design process of the House or other improvements, and to deliver a copy thereof to the Owner's building architect, contractor, and/or landscape designer, as the case may be.

(b) The plans to be submitted to the DRB for approval shall include (i) two (2) copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the DRB may deem appropriate. One (1) copy of such plans, specifications and related data so submitted shall be retained in the records of the DRB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved". Declarant, or his assigns, however shall be exempt from this provision.

(c) Approval shall be granted or denied by the DRB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the DRB's design and construction standards in effect from time to time, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the DRB, will affect the desirability or suitability of the construction. Following approval of any plans and specifications by the DRB representatives of the DRB shall have the right during reasonable hours to enter upon and inspect any Lot and House, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the DRB shall determine that such plans and specifications have not been approved or are not being complied with, the DRB in its own name, or in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

(d) Approval or disapproval of the applications shall be given to the applicant in writing by the DRB in accordance with its procedures. In the event that the approval or disapproval is not forthcoming within forty-five (45) days after complete submittal has been made to the DRB fully in accord with its published procedures or specific requests, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration, and the DRB's design and construction standards.

Section 5. Any Owner may appeal an adverse decision of the DRB to the Board of Directors, who may reverse or modify the decision of the DRB by the majority vote of the Directors.

Section 6. No approval of plans and specifications and no publication of architectural standards shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Declarant, the Association nor the DRB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms

of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VIII

USE OF PROPERTY

Section 1. In order to preserve the Property as a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration:

(a) Nothing shall be erected, constructed, planted or otherwise place on a parcel in such position so as to create a hazard upon or block the vision of motorists upon any of the Common Roads. No modification, alteration or improvement shall interfere with those easements or other rights set forth in this Declaration or on the recorded plat of the Property.

(b) Intentionally deleted.

(c) All garbage receptacles, fuel tanks, materials, supplies, and equipment which are stored outside must be placed or stored in such a way to conceal them from view from Common Roads and adjacent properties. Any such visual barrier may consist of either fencing or landscaping and planting which is approved by the DRB in accordance with the terms of this Article.

(d) Each Lot not owned by Declarant or Builder shall be used, improved and devoted exclusively to residential use by one Family. No use of Lots which will require any occupational license shall be permitted, except home office or home occupation which is considered an allowable accessory use in a residential district as set forth in the St. Johns County Land Development Code. An owner may not lease his home for a term of less than six (6) consecutive months. Nothing herein shall be deemed to prevent the Owner from leasing his home for a term of not less than six (6) consecutive months, subject to the provisions of the Association Articles, Bylaws and rules and regulations and this Declaration, as they may be amended from time to time. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Association Articles, Bylaws and rules and regulations or this Declaration.

(e) No nuisance shall be permitted to exist or operate on any Lot or Common Area so as to be detrimental to any other Lot in the vicinity thereof, or to its occupants, or to the Common Areas.

(f) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain and repair such portion of the Property. No waste will be committed in the Common Areas.

(g) Nothing shall be done or kept on any Lot or in the Common Areas which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the prior written consent of the Association. No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of insurance on the Property or any other Lot, of the contents thereof, or which will be in violation of the law.

(h) Owners shall allow the Board of Directors or the agents and employees of the Association to enter any Lot for the purpose of maintenance, inspection, repair, replacement of the improvements within the yards or, in the case of emergency, for any purpose, or to determine compliance with this Declaration.

(i) Pets of the customary household variety, such as cats, dogs, pet birds and fish may be kept by an Owner of his Lot, but only if such pets do not cause a disturbance or annoyance on the Property. All pets must be held or kept leashed at all times if they are in the Common Areas, and pet owners shall immediately collect and properly dispose of the waste and litter of their pets. The Association reserves the right to limit those parts of the Common Areas where pets may be walked and to make reasonable rules and regulations restricting the number and type of pets that may be kept on any Lot. The Association reserves the right to demand that an Owner remove such pet from the Property if such pet is found to be a nuisance or is in violation of this Declaration.

(j) Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Lot, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape, content and location has been obtained from the Board of Directors which approval may be withheld in its

discretion. Notwithstanding the foregoing, Declarant or Builder shall be permitted to post and display advertising signs on the Property and the Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(k) No obstruction or visibility of street intersections shall be permitted. The DRB shall have the right to adopt additional restrictions concerning the height and type of trees and shrubs within any of the Lots.

(l) No clothesline, or other clothes drying facility, shall be permitted in the Common Areas, Yards or any area of the Property wherein the same may be visible from any Common Road or any other Lot.

(m) All garbage and trash containers must be placed and maintained in accordance with Association rules and regulations. No garbage or trash shall be placed anywhere except as aforesaid and no portion of the Property shall be used for dumping refuse.

(n) No exterior radio or television antenna, satellite dish or other receiver or transmitting device larger than one meter in diameter or any similar exterior or structure or apparatus may be erected or maintained on any Lot unless otherwise permitted by law.

(o) No window air conditioning units shall be installed in any House.

(p) No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any Lot at any time, other than:

(i) Cabanas appurtenant to a swimming pool, detached garages and gazebos as approved by the DRB;

(ii) Temporary structures installed by Declarant during the initial construction period;

(iii) Temporary structures on any Lot during the period of actual construction on that Lot. Such structure shall be reasonably neat in appearance, no larger than eight feet (8') by ten feet (10') and shall be placed on the Lot no further forward than the main residential building; and

(iv) Tents or other temporary structures for use during social functions.

(q) No visible fuel or gas storage tanks may be affixed on any Lot. Notwithstanding this, an Owner may keep and maintain a small gas tank for gas barbecues and fireplaces in an area of his Lot as specifically approved by the DRB.

(r) Garage doors shall be kept closed except when automobiles are entering or leaving the garage.

(s) No soliciting will be allowed at any time within the Property.

(t) The portions of the House visible from other Lots and the Common Areas, and all Yards and entrances, must be kept in an orderly condition so as not to detract from the near appearance of the Property. The Board of Directors, in its sole discrepancy may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process.

(u) On all Lots, no trees larger than six inches (6") in diameter at a height of three feet (3') above ground level may be removed outside of the building zone of ten feet (10') from the main dwelling and accessory uses, without written approval of the DRB.

(v) All mailboxes and name signs for such mailboxes must be approved by the DRB. The DRB shall develop a uniform mailbox standard.

(w) No fence shall be erected without approval by the DRB.

(x) Each Owner shall provide for parking of automobiles off Common Roads within the Property prior to occupancy of the Houses owned or maintained by such Owner. Subject to the terms of this section, there shall be no outside storage or parking upon any Lot or within any portion of the Common Areas (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than pickup trucks), or commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, boat trailer, motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Notwithstanding, any other provision herein and as long as Declarant or any Builder operates a sales trailer at any lot, this provision shall not apply.

(y) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and to carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale, or the developing of, the Lots and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided the location of any construction trailers of any assignees of Declarant's rights under this section shall be subject to Declarant's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model residences or as offices for the sale of Lots and for related activities. Declarant's right of use, as described hereinabove, shall continue even after conveyance of any of all of the Common Areas to the Association.

(z) No construction activity, other than work to be performed on the inside of a House which is closed in, nor delivery of construction materials, shall be permitted between the hours of 7:00 p.m. and 7:00 a.m. of the following day.

Section 2. The Board of Directors may, from time to time, adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Lots and Common Areas, and facilities or services made available to the Owners.

Section 3.

(a) For the purpose of preserving an environment for the migratory bird population, no trees which remain on any of the Common Areas at the time of the closing of the purchase and sale of the first Lot shall be felled, removed or cut down unless such tree represents a hazard to the improvements upon any part of the Property and/or to persons occupying or utilizing any or all of the Property.

(b) Declarant has, to the greatest extent possible, utilized canopy and understory species of vegetation native to the Property in landscaping the Common Areas. Accordingly, the landscaping of the Common Areas shall be maintained substantially as its exists at the time of the closing of the purchase and sale of the first Lot.

Section 4. Compliance.

(a) It shall be the responsibility of each Owner to conform and abide by the rules and regulations in regard to the use of the Lots and Common Areas which may be adopted in writing from time to time by the Board of Directors, or the DRB, and to see that his family members, guests, tenants, employees, agents and contractors do likewise.

(b) Upon violation of any of the rules and regulations adopted as herein provided, or upon violation of any of the provisions of this Declaration by an Owner, or his family members, tenants or guests, the Association may levy fines against the Owner and his Lot as determined by the Board of Directors or suspend the voting rights of the Member. To enforce the rules and regulations or provisions of this Declaration, the Association, or any Owner may bring an action for specific performance, declaratory decree, injunction or damages. The prevailing party shall recover costs and attorneys fees in such suit.

Section 5. Employees, agents and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, the said Association assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

Section 6. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 7. Maintenance and operation of swales.

The owner and successors in interest shall be responsible for the maintenance, operation, and repair of the swales on the Property. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other River Water Management District. Filling, excavating, or otherwise obstructing the surface water flow in the swales is prohibited.

Section 8. Sales, Marketing and Promotional Activities.

Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Declarant, its affiliate(s), and Builder may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of lots and houses constructed by Declarant and/or its affiliates, and Builder in its or their sole and absolute discretion. It is expressly provided, however, that the location of such sales and administrative center within the Property may be changed from time to time by Declarant, its affiliate(s), and Builder in its or their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the County as may be required for the same.

ARTICLE IX

AMENDMENT

Section 1. Amendment by the Association.

This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the Public Records of St. Johns County.

Section 2. Amendment to Comply with Governmental Authority.

Declarant, prior to Turnover, or the Board, after Turnover, specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of Department of Housing and Urban

Development, Veteran's Administration, St. Johns River Water Management District, Federal National Mortgage Association, St. Johns County, or any other governmental agency.

Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE X
ENFORCEMENT

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

ARTICLE XI

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1.

(a) Declarant reserves for itself and for the Association and its designees a five foot (5') easement for the benefit of the Property, upon, across, over, through and under, along and parallel to each front and rear Lot line for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Declarant or the Association. By virtue of this easement, it shall be expressly permissible for Declarant and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

(b) Declarant hereby reserves for itself and for the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each rear and side Lot line for access, ingress, egress and for drainage. By virtue of this easement, it shall be

expressly permissible for Declarant and the Association to install and maintain drainage facilities and equipment on the Property, to excavate for such purposes and to affix and maintain pipes under the Lots, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. This easement shall be in addition to rather than in place of, any other recorded easements on the Property.

Section 2. Declarant reserves for itself and for the Association and its designees a blanket easement and right on, over and under the ground within the Property to maintain and correct drainage of surface water and other erosion controls in order to maintain reasonable standards of health, safety and appearance. Said right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, take up payment or to take any other similar action reasonably necessary, following which Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Declarant or the Association, as applicable, shall restore the affected property to its original condition as nearly as practicable. Declarant, or the Association shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Declarant, or the Association an emergency exists which precludes such notice. The right granted hereunder may be exercised at the sole option of Declarant, or the Association, and shall not be construed to obligate Declarant, or the Association to take any affirmative action in connection therewith.

Section 3. Declarant hereby reserves for itself, the Association and the Owners an easement over and under all lakes and retention ponds within the Property for drainage of surface water.

Section 4 To the extent that any improvements constructed by Declarant on, or if any Lot encroaches on, any other Lot or Common Area, whether by reason of any deviation from the subdivision plat(s) of the Property or by reason of the settling or shifting of any land or improvements, a valid easement for such encroachment and the maintenance thereof shall exist. Upon the termination of such an encroachment, the easement created in this Section 4 shall also terminate.

ARTICLE XII

GENERAL PROVISIONS

Section 1. There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with

the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

Section 2. The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by Declarant, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of St. Johns County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding seventy-five percent (75%) of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

Section 3. In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 4. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or had delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 5. In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner (including Declarant) or the Association by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

Section 6. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 7. The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect.

Section 8. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 9. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on the Lots encumbered by Mortgages. Any such consent requested by Declarant of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This section shall not apply or be construed as a limitation upon those rights of Declarant, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

Section 10. Any and all legal fees including but not limited to attorneys' fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association.

Section 11. This Declaration shall be construed in accordance with the laws of the State of Florida.

Section 12. All rights and privileges herein conferred by Declarant shall be exercisable by such successor in title as is designated by Declarant. In addition, all rights and privileges herein contained shall be assignable by Declarant.

IN WITNESS WHEREOF, the undersigned, being Declarant herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

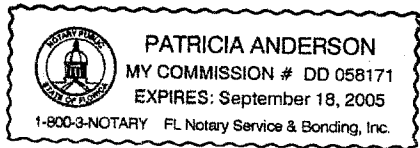
Signed, sealed and delivered in the presence of:

Theresa Ridgeway
Theresa Ridgeway
Patricia Anderson
Patricia Anderson

GC LAND DEVELOPMENT, INC.
By: *Gary Garrison*
Gary Garrison
Its President

STATE OF FLORIDA
COUNTY OF DOVAL

The foregoing instrument was acknowledged before me this 28th day of October 2003 by Gary Garrison, President of GC LAND DEVELOPMENT, INC. on behalf of the corporation, who () is personally known to me or () has produced _____ as identification and who did take an oath.



Patricia Anderson
Notary Public, State of Florida
My Commission Expires:

EXHIBIT A

OR2077PG 498

LEGAL DESCRIPTION OF THE PROPERTY

COPY

The property consists of:

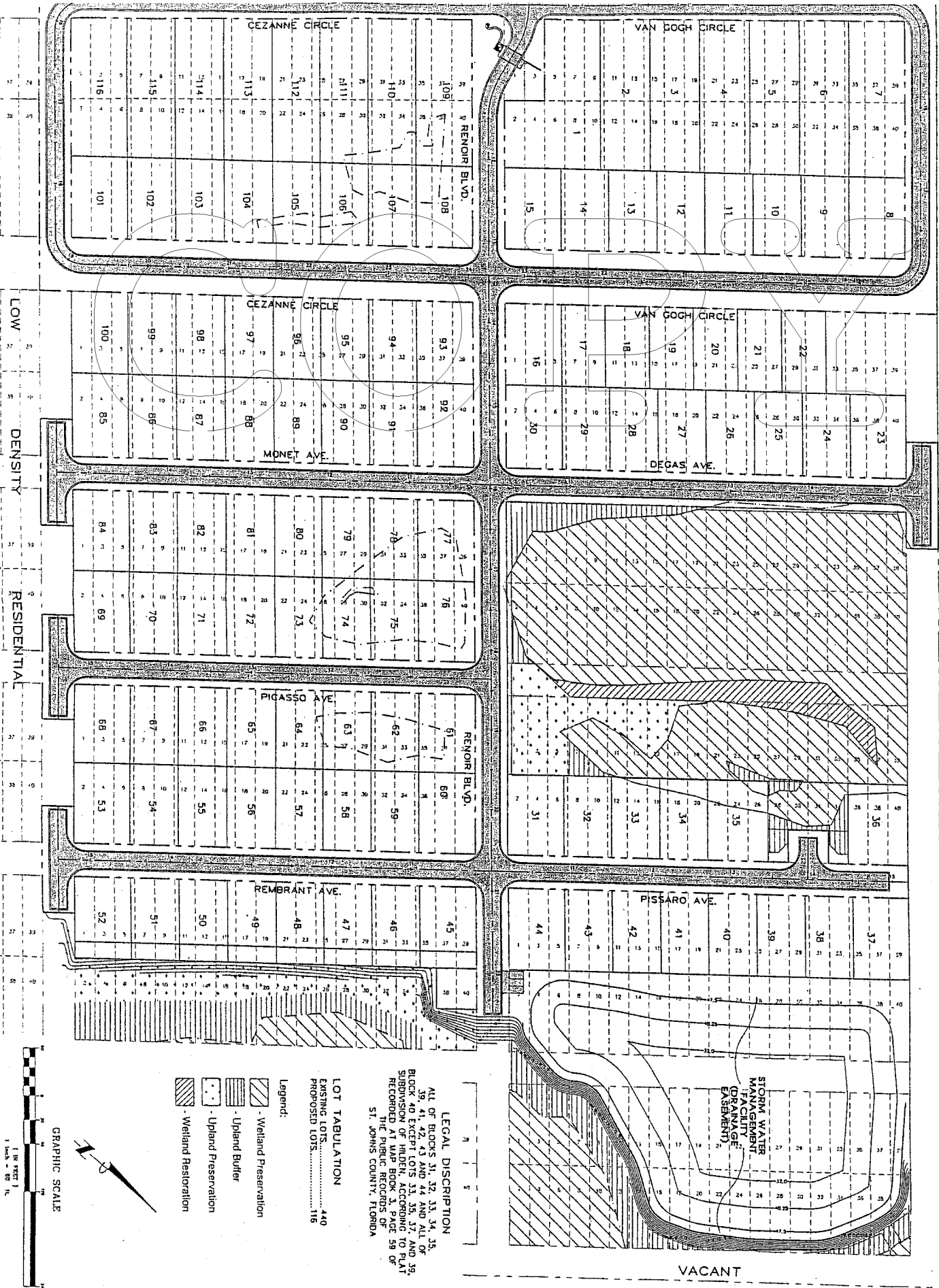
Lots 1 thru 40 Blks.: 31,32,33,34,35,41,42,43,44.

Lots 1 thru 36 and Lots 38 & 40 Blk. 40.

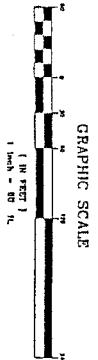
Lot 2 and Lots 4 thru 40 Blk. 39

Subdivision of Hilden in St. Johns County, Florida. Map Book 3, Page 59

Jan



LOW DENSITY RESIDENTIAL



- LOT TABULATION**
 EXISTING LOTS.....440
 PROPOSED LOTS.....116
- Legend:**
- Wetland Preservation
 - Upland Buffer
 - Upland Preservation
 - Wetland Restoration

LEGAL DISCRPTION
 ALL OF BLOCKS 31, 32, 33, 34, 35,
 36, 41, 42, 43 AND 44 AND ALL OF
 BLOCK 40 EXCEPT LOTS 33, 35, 37 AND 39.
 SUBDIVISION OF HILDEN, ACCORDING TO PLAT
 RECORDED AT MAP BOOK 3, PAGE 59 OF
 THE PUBLIC RECORDS OF
 ST. JOHNS COUNTY, FLORIDA

England-Thimly & Miller, Inc.
 ENGINEERS - PLANNERS - SURVEYORS - LANDSCAPE ARCHITECTS
 14775 ST. AUGUSTINE ROAD JACKSONVILLE, FLORIDA 32208
 CERTIFICATE OF AUTHORIZATION NUMBER 2864
 PHONE NUMBER (904) 642-9820 FAX NUMBER (904) 644-2485

MASTER SITE PLAN
FLORENTINE (FORMERLY HILDEN) SUBDIVISION
FOR
GARRISON CONSTRUCTION INC.

CTM NO. E 01-187 DRAWN BY: KMD DESIGNED BY: HLDW CHECKED BY: HLDW DATE: MAY, 2002	REVISIONS: 1. 08-20-02 PER ST. JOHNS COUNTY COMMENTS
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