

**AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS FOR HIDDEN LAKES OF ST. AUGUSTINE
HOMEOWNERS ASSOCIATION, INC
F/K/A
ROLLING HILLS PHASE THREE HOMEOWNERS ASSOCIATION, INC.
ROLLING HILLS MASTER HOMEOWNERS ASSOCIATION, INC.
THE COTTAGES AT HIDDEN LAKES HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION is made this 30th day of MAY, 2013, by Hidden Lakes of St. Augustine Homeowners Association, Inc., a Florida not-for-profit company (the "Association"), which declares that the real property described on Exhibits A, B and C attached hereto (collectively the "Property") and made a part hereof and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration, which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Association and all parties having or acquiring any right, title or interest in the Property or any part thereof.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

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

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

Section 1.3. Recitals

(a) The Declaration of Covenants, Conditions and Restrictions for Chelsea Woods Unit One ("CW Original Declaration") is recorded at Official Records 1206, Page 1631 et seq. of the Public Records of St. Johns County, Florida, . Paragraph 34 provides that the CW Original Declaration may be amended by 75 percent or more of the platted lot owners.

(b) The Declaration of Covenants, Conditions and Restrictions for The Cottages at Hidden Lakes ("TC Original Declaration") is recorded at Official Records

2236, Page 1100, et seq. of the Public Records of St. Johns County, Florida. Article VII, Section 3, provides that the TC Original Declaration may be amended by not less than two-thirds (2/3) of each class of members.

(c) The Declaration of Covenants, Conditions and Restrictions for Rolling Hills Phase Three (" RH Original Declaration") is recorded at Official Records 2236, Page 1100, et seq. of the Public Records of St. Johns County, Florida . Article XII of the RH Original Declaration provides that the RH Original Declaration may be amended by the vote of Owners holding two-thirds (2/3) or more of the total votes of the Association.

(d) This Declaration is intended to supersede and replace the CW, TC and RH Original Declarations and any amendments thereto, as of the date this Declaration is recorded in the Official Records of St. Johns County, Florida.

ARTICLE II

DEFINITIONS

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

Section 2.1. Act. This term means Chapter 720, Florida Statutes, as it now exists or as it may be amended from time to time including the definitions therein contained.

Section 2.2 Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board as described in Article VI.

Section 2.3. Articles. The Articles of Incorporation for Hidden Lakes of St. Augustine Homeowners Association, Inc., a Florida nonprofit corporation, and any amendments that may be made to those Articles from time to time.

Section 2.4. Association. The Hidden Lakes of St. Augustine Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.5. Board. The Board of Directors of the Association.

Section 2.6. Bylaws. The Bylaws adopted by the Association, as amended from time to time.

Section 2.7. Common Area. All real property (including easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Association, and which the Association has designated for the common use of the Owners. Common grounds consist of roads, ponds, conservation area, entranceway and their improvements.

Section 2.8. Common Expenses. Expenses payable by the Members to the Association for the purposes set forth in the Association's governing documents.

Section 2.9 Community or Subdivision. The real property described in the Plat(s), including Lots and Common Area.

Section 2.10. Declaration. The Declaration of Covenants and Restrictions and all other terms and provisions contained in this document, as the same may be amended from time to time.

Section 2.11. Dwelling or Dwelling Unit. Any residential structure located on a Lot within the Community and which is intended for occupancy by a single family.

Section 2.12. Improvements. All improvements now or hereafter constructed including, without limitation, all buildings, exterior lighting, benches, walks, landscaping, sprinkling systems, irrigation ditches, and parking areas located on the Property.

Section 2.13. Lot. Any platted Lot or any other Parcel of real property located within the Property, on which one or more residential dwellings has been or could be constructed.

Section 2.14. Manager. A person or entity engaged by the Association to perform certain duties, powers, or functions of the Association, as the Board of Directors may authorize from time to time.

Section 2.15. Member. Every person or entity that holds membership in the Association by virtue of the ownership of a Lot.

Section 2.16. Notice. A written notice hand delivered or sent by prepaid United States mail to the mailing address of an Owner or to any other mailing address designated in writing by the Owner or to the last known address of the intended recipient; or notice through an Association publication which is hand delivered or sent by prepaid United States mail to the Owner; or notice delivered by electronic mail or facsimile to an Owner at the electronic mail address or facsimile number designated by the Owner.

Section 2.17. Owner. Any person, corporation, partnership, association, contract seller, or other legal entity or any combination thereof, who owns the record

fee simple interest in a portion of one or more Lots and shall include the purchaser under any executory land sales contract wherein the Administrator of Veterans' Affairs is the seller, whether or not recorded, and whether owned by said Administrator or his assigns. The term Owner shall include any grantee, transferee, heir, successor, personal representative, executor, administrator, devisee, and assign of any Owner but shall not refer to any mortgagee or other person or entity having an ownership interest in any portion of a Lot merely as security for the performance of an obligation, unless such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.18. Parcel. Each platted, numbered and recorded division of vacant land as depicted on the Plat. The term Parcel may be used interchangeably with the term Lot.

Section 2.19. Plat. The Plats recorded in the Public Records of St. Johns County, Florida, depicting any portion of the Property subject to this Declaration.

Section 2.20. Property or Subdivision. The real property described on the attached Exhibits A, B, and C, and such additions and deletions thereto as may be made in accordance with provisions of this Declaration.

Section 2.21. Related User. Any member of the family of an Owner who resides with such Owner, guests and invitees of an Owner, employees and agents of an Owner, and occupants, tenants, and contract purchasers residing on a Property.

Section 2.22. Road Easements. Easements within which roads, sidewalks, curbs, gutters, sewers, storm sewers, drainage swales, water mains, gas mains, electric cables, mailboxes, telephone cables and other utilities may be constructed, maintained and used.

Section 2.23. Rules and Regulations. The rules, regulations and policies governing the community including the use of Lots and Common Areas that may be promulgated by the Board from time to time.

Section 2.24. Single Family. An individual living alone, or any number of persons living together as a single household who are interrelated by blood, marriage, adoption or other legal custodial relationship; or not more than two (2) unrelated adults and any number of persons related to those unrelated adults by blood, adoption, guardianship or legal custodial relationship.

Section 2.25. Surface Water or Stormwater Management System. A system which is designed and constructed or implemented within the Property to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the

quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water of Stormwater Management System shall be deemed to be a part of the Common Area.

Section 2.26. Tenant. A person occupying a Dwelling Unit, other than the Owner, where said occupancy by the non-owner involves consideration, including but not limited to the payment of money, the exchange of goods or services, or other economic benefits.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETION

Section 3.1. No implied Extension of Covenants. Each Owner and each Tenant of any Improvements constructed on any Lot, by becoming an Owner or Tenant, shall be deemed to have agreed that the Property described on Exhibits A, B and C and such additional property as may be annexed pursuant to this Declaration shall be the only Property-subject to this Declaration.

ARTICLE IV

THE ASSOCIATION

Section 4.1. Membership. Each Property Owner shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot, i.e., mortgage company. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owners' thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V

COMMON AREA RIGHTS

Section 5.1. Owners' Easement of Enjoyment. Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:(a) The right of the owner of the Common Area to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; provided however, the Common Area may not be mortgaged or conveyed free and clear of the provisions of the Declaration without the approval of Members holding two-thirds (2/3) of the total votes that are allocated to the Association's Members;(b) All provisions of this Declaration, any Plat of all or any parts of the Property, and governmental restrictions;(c) Reasonable Rules and Regulations governing use and enjoyment of the Common Area adopted by the Association; (d) Easements, restrictions, agreements and other matters of record.

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

Section 5.2. Maintenance of Common Area, Entrance Sign and Compliance with Applicable Permits. The Association shall at all times manage, operate, and insure the Common Area and maintain in good repair and replace as often as necessary any improvements thereon or personal property of the Association, specifically the Subdivision entrance sign. Utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof situated on the Common Area, if any, are excluded. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conversation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and St. Johns County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the SJRWMD, the FDEP, and all other local, state and federal authorities having jurisdiction. The Association shall maintain those

portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the SJRWMD. 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 SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the SJRWMD. All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section, shall be a Common Expense of the Association to be collected and paid in the manner prescribed by this Declaration.

Section 5.3. Easement for Maintenance Purposes. The Association and its assigns, agents, and contractors, shall have a perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be maintained by Association, in accordance with the requirements of this Declaration. By this easement, the Association shall have the right to enter upon any portion of any Lot which is part of the Surface water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain, or repair the Surface Water or Stormwater Management System as required by any applicable governmental permit.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 6.1. Architectural Review and Approval. No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Architectural Review Board ("ARB"). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Association.

The foregoing requirement for prior approval of the ARB is also intended to specifically apply to painting or any other maintenance or repair which changes the color or exterior appearance of the Dwelling Unit or Improvement, and it is specifically intended that the ARB shall be empowered to approve or disapprove the colors of the exteriors of Dwelling Units and other Improvements constructed on a Lot. Owners of projects that do not require a St. Johns County Permit shall submit a request for ARB approval, and a hand drawn sketch depicting the Improvement and its location on the Lot shall be submitted to the ARB. Owners shall also include in the submittal to the ARB paint chips, pictures or samples of materials to be used. Owners of projects that require a St. Johns County Permit shall submit two (2) sets of completed plans and specifications including, placement of all improvements on the Lot, to ARB, and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2. Architectural Review Board (ARB). The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who must be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB and remove any member as they deem necessary. 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. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3. Powers and Duties of the ARB. The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board. The Board shall have the right to adopt or amend architectural criteria for the Property. Any amendment of the architectural criteria shall be consistent with the provision of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria or any amendment thereto, to be recorded.

(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 requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree

cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or Improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any Improvements or structures of any kind or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written appeal to the Board, within thirty (30) days of such decision, for a review thereof. The Board shall render a decision with respect to the matter appealed within 30 days after the Board receives such appeal. The determination of the Board upon review of any such decision shall be dispositive. If the Board fails to reach a decision as to the matter within said 30 day period, the decision of the ARB shall govern.

(d) To adopt a schedule of reasonable fees for processing requests for 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.

Section 6.4. Compensation of ARB. Members may not be compensated for service on the ARB. The Board, at its option, may pay reasonable compensation to an expert or professional obtained by the committee to assist them in evaluating an ARB request submitted by a homeowner.

Section 6.5. Variance. The ARB may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the ARB, as applicable. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines of requirements imposed by any governmental or municipal authority.

Section 6.6. Fill and Grade. No fill shall be added to or removed from any Lot nor shall the Owner of any Lot do anything to change or interfere with the drainage of

storm water. No change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ARB. The approval of the St. Johns River Water Management District may also be required.

Section 6.7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approval by or from the ARB or the Association as contemplated by this Article VI, neither the ARB, nor the Association, shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the ARB or the Association.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, 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 any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2. Purpose of Assessments.

(a) The Association has the obligation to access, collect and expend for the Association's Common Expenses. Such expenses include, but are not limited to, expenses of the operation, maintenance, repair, replacement, protection of Common Area, costs of carrying out the powers and duties of the Association, any other expense designated as a Common Expense by the Act or the Association's governing documents, and other costs and expenses determined by the Board to be reasonable and necessary in carrying out and accomplishing the purposes, duties and obligation of the Association that are not inconsistent with the Association's governing documents.

(b) The annual assessment may be decreased or increased up to 10% as deemed necessary by the Board of Directors. A larger increase is permitted subject to a vote showing approval by two-thirds (2/3) of all Owners.

Section 7.3. Calculation and Collection of Annual Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rate share of the total annual assessment or any special assessment shall be established at a uniform rate per Lot.

(a) Such amount may be decreased or increased annually, as deemed necessary by the Board to maintain the business of the Association.

(b) Annual assessments shall be billed on the first day of each fiscal year and become due on the last day of the same month. A multiple payment plan may be established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectible in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

Section 7.4. Special Assessments. In addition to annual assessments, the Board may levy special assessments for defraying in whole or in part Common Expenses.

Section 7.5 Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, provided that a written notice has been sent. Such written notice or demand must provide the Owner with 45 days following the date the notice is deposited in the mail to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand. This notice must be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel Owner at his or her last address as reflected in the records of the Association. The claim of lien shall state the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If an assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. Further, in the event an Owner fails to pay assessments or any installment thereof within fifteen (15) days after the due date, an administrative late charge as provided by law of \$25.00 or 5 percent of the installment, whichever is more, shall become due. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

Section 7.6. Lien. Assessments for Common Expenses including annual assessments, special assessments, and charges and installments thereof, with interest thereon and costs and expenses of collection, including reasonable attorney's fees, other expenses of collection, and costs incurred in attempting to collect said assessments or charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Parcel against which such assessments or charges are made. Each assessment or charge against a Parcel, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees, shall be the personal obligations of the person, persons or entity owning the Parcel assessed or charged and shall be the joint and several liability of all Owners of the Parcel. It is the intention of this provision that assessment or charge liability is joint and several, and is both the personal obligation of the person owning the Parcel when the assessment or charge became due and the obligation of any successors in interest as a covenant running with the land. Said lien shall be effective from the date of recordation amongst the Public Records of St. Johns County, Florida. The lien shall set forth the amounts due to the Association as of the date the statement is signed and shall be acknowledged by an officer or agent of the Association. The lien shall secure additional amounts that become due as well as interest, late fees, attorney fees, and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the original Declaration. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee obtains title to a Parcel as a result of a foreclosure of a first mortgagee or a deed (or assignment) is given in lieu of foreclosure of a first mortgage of record, such acquirer of title, shall be liable for the share of assessments or charges pertaining to such Parcel or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2011), as amended from time to time.

ARTICLE VIII

MAINTENANCE

Section 8.1. Maintenance. (a) Maintenance of Common Area and Parcels by the Association. Maintenance of the Common Area shall be the responsibility of the Association.

(b) Permits, Licenses and Easements. The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property, as so determined by the Board.

(c) Maintenance of Parcels by Owners. Subject to the duties and obligations of the Association described herein, every Owner must keep and maintain his Lot, including, but not limited to, the Dwelling Unit and other Improvements thereon, and all appurtenances, at his expense, in good order, condition and repair, and must perform promptly maintenance and repair work on his Lot, Dwelling Unit and Improvements. In this regard, each Owner shall be responsible for the maintenance, repair and repainting and shall keep same in a neat and orderly fashion. Any Owner who desires to have additional services to those provided by the Association may contract directly for such additional services.

(d) Prohibition. Except as otherwise provided herein, each Owner is prohibited from improving, modifying or maintaining any Common Area or from performing any maintenance duties of the Association without the prior written consent of the Board.

(e) Owner Liability. Should any Owner do any of the following:

- (i) Fail to perform the responsibilities as set forth in this Declaration or,
- (ii) Cause any damage to any Improvement which the Association has the responsibility to maintain, repair and/or replace; or
- (iii) Undertake unauthorized Improvements or modifications to his Lot, Dwelling Unit, the Improvements on the Lot, or to the Common Area; then

except in an emergency, when no notice is required, the Association upon reasonable prior written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Parcel, Lot, Dwelling Unit or Improvements and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized Improvements or modifications. Such entry shall not be deemed a trespass or make the Association or its agent in any way liable for any damages or account thereof. The cost thereof shall be added to and become a charge to which the Owner is subject, and shall be due and payable within ten days after rendition of a bill therefore by the Association. The costs incident to said repair, maintenance or removal shall be the personal obligation of the Owner to the Association and become a lien against the subject Parcel, and the Dwelling Unit and Improvements thereon with the same force and effect of the lien that would be created by the said Owner's failure to pay Assessments hereunder when due.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water for all water spigots and outlets located within or on all buildings and Improvements located on each Lot. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines serving the Owner's Lot in accordance with the requirements of the applicable utility supplier. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot without the prior written consent of the Association.

Section 9.2. Sewage System. Each Owner shall be required to connect to the central sewer treatment and disposal system serving the community. No sewage shall be discharged onto the open ground or into any wetland, pond, park, ravine, drainage ditch, canal, or roadway.

Section 9.3. Garbage Collection. Garbage, trash and rubbish, including all landscape debris and trimmings, shall be removed by the service provided by the County. If the County fails to remove these materials for any reason, it is the Owner's responsibility to have the materials removed by a private company.

Section 9.4. Utility Service. It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for service to such Lot.

ARTICLE X

USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY THE ASSOCIATION

Section 10.1. General Living in an Association has many benefits and by choosing to live in such a Community, all residents should be considerate to others within the community by giving and receiving respect. All Owners, occupants, renters, Tenants and guests shall adhere to all restrictions and rights listed below.

Section 10.2. Residential Use. The Lots subject to this Declaration may be used for residential dwellings and for no other purpose. Dwelling Units shall be occupied only as Single Family residences. No commercial business is permitted in or upon a Lot. Provided, however, that Lot Owners (and their family members and Tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming into the Property, the postage of any signage on the Property, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services. No Lot shall

be divided, subdivided or reduced in size without the prior written consent of the Association. Assessments for Common Expenses attributable to any Lot which may be subdivided pursuant to this Section shall be reallocated by the Association, in its sole discretion, at the time written consent for such subdivision is given by the Association.

Section 10.3. Units/Living Area. No Dwelling Unit or Improvement may be erected, altered, placed or permitted to remain on any Lot other than one detached Single Family residential structure. Each detached Single Family residence constructed upon a Lot shall contain a minimum of 1198 square feet of heated and air conditioned living area.

Section 10.4. No Detached Buildings. No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the ARB.

Section 10.5. Setbacks/Easements.

(a) Setbacks. The minimum setback requirements shall be (per St. Johns County Code) as follows: Front setback is 20 feet; side setback is 5 feet with 10 foot minimum separation between Units. For Phase 2, the side setback is 10.5 feet to the street line and 7.5 feet to a side lot; and rear setback is 10 feet. Provided, that the alley Lots in Phase 2 (Lots 12 through 33) shall be subject to the following setback requirements: : front setback is 10 feet, side yard setback is 5 feet, 10 feet minimum between units; and front yard setback is 25 feet.

(b) Easement Areas. No Dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by ARTICLE XI of the Declaration.

(c) Measurement of Setbacks. All setbacks shall be measured from the exterior wall of the Dwelling to the applicable Lot or Parcel boundary.

Section 10.6. Motor Vehicles and Boats. Boats, recreation vehicles, commercial vehicles, unregistered vehicles and other motor vehicles may be stored on Lots provided they are stored in a garage or stored in the rear of the Lot totally screened from public view by a fence approved by the ARB. No maintenance or repair shall be performed upon any boat, recreation vehicle or other motor vehicle upon any Lot, except within a building, or otherwise totally screened from public view. The term "commercial vehicle" is defined as meaning all vehicles of every kind whatsoever which, from viewing the exterior of such a vehicle or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, or otherwise indicates a commercial use.

Section 10.7. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot

which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8. Antenna. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Association from time to time and in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Owners or Tenants if such placement would still permit reception of any acceptable quality signal.

Section 10.9. Lakes. Only the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Article X, Section 10.15 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Association and all applicable governmental agencies. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters or any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the Rules and Regulations of the Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO ARTICLE XIV SECTION 14.13, HEREOF.

Section 10.10. Insurance and Casualty Damages. In the event of damage or destruction by fire or other casualty all debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the damage or destruction. The building(s) shall be constructed in accordance with all existing or future requirements of the ARB.

Section 10.11. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.12. Signs. No sign or advertising shall be erected, placed, permitted or maintained on any Lot, except for "For Sale" or "For Rent". Political signs may be displayed for a maximum of 45 days before an election to 7 days after the election. Security company signs (up to a maximum of 2) may be permanently posted within 10 feet of the front and rear entrance of a Dwelling Unit. Temporary signs for specific events may be posted up to 48 hours. These include garage sales, baby announcements, parties, etc. The maximum size of permitted signs is to be 18 inches by 24 inches.

Section 10.13. Lighting. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.14. Animals. No animals, livestock or poultry of any kind, including without limitation potbellied pigs and snakes, may be kept, raised or bred on any Lot. Provided, however, that dogs and cats and other household pets may be kept on a Lot subject to the following limitations:

- (a) No pets may be kept, bred or raised on any Lot for commercial purposes;
- (b) All pets kept on a Lot must either be caged or otherwise confined within fenced areas or restrained on a leash and personally attended by a responsible adult. Pets may not enter upon the Lot of another Owner without said Owner's permission;
- (c) Pets may be kept on a Lot only in a reasonable number which may be specified in the Rules and Regulations; and then only for so long as they do not unduly interfere with the use and enjoyment of the Lots and Common Areas by other Lot Owners. Undue interference includes, without limitation, excessive noise.
- (d) Aggressive dogs or dangerous animals shall not be permitted.

No waterfowl, turtles or other animals will be released into the lakes. The Florida Fish and Wildlife Conservation Commission restricts the keeping of some animals in captivity without a permit. If any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, the Board

shall have the right to take remedial action as the Board shall specify. Homeowners are responsible for their pets, including cleaning up of the pet waste deposited on a Lot or any other portion of the Property. Any infraction of these rules that constitutes action to be taken by the Board and that causes any expenses to comply will result in these fees being borne by the owner, i.e., attorney fees, cleaning fees.

Section 10.15. Maintenance of Lots. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All such Lots and any Improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof.

All lawns and landscaped areas, to the paved right-of-way, shall be maintained by the Owner in a neat and attractive condition in accordance with the Association's governing documents and Florida Friendly Landscaping guidelines established by Sections 373.185 and 720.3075(4)(a), Florida Statutes, as amended from time to time. Minimum maintenance requirements include watering, mowing, edging, pruning and removal and replacement of dead or dying lawn or plants, removal of weeds and noxious grasses, and removal of trash.

If an Owner fails to abide by his or her maintenance obligations as set forth herein, the Association shall have the right, but not the obligation, to enter upon the Owner's Lot upon reasonable notice and perform such maintenance as it may deem necessary and appropriate. The costs incurred by the Association for such maintenance shall be charged to the Owner as an assessment.

Section 10.16. North Border Private Alley and Access Roads.

(a) Use Restrictions.

These roads are owned by the Owners of the 12 properties that border them. The roads are for the exclusive use of those 12 Owners and their guests to gain access to their driveways. No trespassing is allowed. There is no parking allowed on the alley and access roads. Alley Owners shall allow access to other alley Owners and their guests. Owners shall not park, or place items in the alley. Owners shall trim all trees and shrubs so that they do not encroach on the alley and access roads. Parking violations will be subject to fines and towing as outlined in the Rules and Regulations.

(b) Maintenance.

Maintenance of the alleys and access roads is the financial responsibility of the 12 alley Owners. The Association will maintain the roadway and charge an assessment equally divided among the 12 Owners. Maintenance will include road bed repair and weed trimming.

Section 10.17. Fences. Hedges, fences, walls or other type barrier may not be built, erected or maintained in excess of four (4) feet high on any portion of any front yard. Rear and side yards may be fenced subject to ARB approval. A maximum height of 6 feet is permitted on rear and side yard fences. Chain link fences are prohibited on any Lot. No fence shall extend closer to a road than the building setback line. All Lot Owners are required to submit fencing plans to the ARB for review and written approval prior to installation.

Section 10.18. Garages, Driveways and Maintenance. Every home shall have a two-car garage with a driveway large enough to accommodate two vehicles. The driveway shall be placed a minimum of five feet from adjacent properties except with the right of way area adjoining the street. Driveways shall be paved with concrete or other material approved by the ARB. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.19. Window Air Conditioning. No window air conditioning unit shall be installed on any Dwelling or Improvement within the Subdivision. A small unit at the rear of a Dwelling may be allowed during the summer months in an emergency for health reasons. This would require the prior written approval of the ARB.

Section 10.20. Outdoor Equipment. No above ground swimming pools are permitted. Above ground spas and hot tubs may be installed within screened enclosures, following ARB approval. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets.

Section 10.21. Leasing of Parcels. Only entire Parcels may be leased. A lease is any use of a Parcel by a person other than the Owner for consideration. All leases must be in writing. There shall be no subletting or subdivision of Parcels. The renting of rooms is prohibited. Tenants may only occupy Parcels as a Single Family residence as defined herein. The minimum leasing term shall be six (6) months. Any person who is the brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of the Owner or the Owner's spouse, if any, may occupy the Parcel in the absence of the Owner without limitation as to the number of occasions or length of stay. No written lease is required. A Tenant must be a natural person as opposed to an artificial entity, such as a corporation, partnership, limited liability company, trust, etc. If a Tenant, other occupant, guest or invitee fails to abide by the Association's governing documents, the Lot Owner(s) shall be responsible for the conduct of the Tenant, occupant, guest or invitee, and shall be subject to all remedies set forth in the

Association's governing documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Lot Owner shall have the duty to bring his Tenant's conduct (and that of the other Lot occupants, guests and invitees) into compliance with the Association's governing documents. **Section 10.22. Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of all zoning, land use, environmental, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.23. Jurisdictional Areas and Permits. THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF PERMIT NUMBERS 40-109-28437-1, 40-109-28437-2, 40-109-28437-3, 40-109-28437-4, 40-109-28437-5 AND 40-109-28437-6 ISSUED BY THE SJRWMD (THE "PERMITS"). THE PERMITS ARE OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS, CONSERVATION AREAS OR VEGETIVE BUFFERS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY AN APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION.

NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY VEGETIVE BUFFER AREAS, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

ARTICLE XI

RIGHTS AND EASEMENTS RESERVED BY THE ASSOCIATION

Section 11.1. Easements for Ingress, Egress, Utilities and Drainage. The Association, and its agents, employees, successors and assigns, shall have a right-of-

way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain, repair and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (1) any portion of the Common Area, including any portion which is part of the surface water or stormwater management system; (2) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (3) a strip of land within each Lot five feet in width along the front, rear and sides of each Lot. The Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System.

Section 11.2. Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the SJRWMD.

Section 11.3. Vegetative Natural Buffer. There shall be set aside a permanent vegetative natural buffer ("Buffer") approximately 15 feet wide over that portion of the property shown on the Plat of Rolling Hills, Phase Three, recorded in Plat Book 50 page 40 of the public records of St. Johns County, Florida. This Buffer is part of the Stormwater Management System permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage off-site. The following activities are prohibited within this Buffer: filling, excavation, construction of fences which impede the flow of surface water. No alteration of the Buffer shall be authorized without prior written approval from the SJRWMD. Any damage to any Buffer, whether caused by natural or human-induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Buffer is located.

Section 11.4. Future Easements. The Association reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property. In addition, the Association hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area. The easements granted by the Association shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.5. Cable Television or Radio. The Association reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas depicted upon any Plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.6. Easements for Maintenance Purposes. The Association reserves for itself and its respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot, Common Area and any portion of any Lot which is a part of the Surface Water or Stormwater Management System, as may be reasonably necessary for the purpose of preserving, maintaining or improving

roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Association.

ARTICLE XII
INSURANCE

Section 12.1. Association Insurance. The Association shall maintain insurance covering the following:

(a) Property Insurance. The Association shall maintain replacement cost property insurance coverage on all structures, improvements and fixtures which are part of the Common Area.

(b) Liability Insurance. The Association shall maintain adequate public liability insurance coverage for all of the Common Area.

(c) Flood Insurance. The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

(d) Fidelity Bond or Insurance. The Association shall maintain adequate fidelity bond or insurance coverage for all individuals having control of or access to Association funds.

(e) Workers Compensation coverage if required by law.

(f) Directors and Officers liability coverage as deemed appropriate by the Board.

(g) Such other insurance as the Board shall determine from time to time to be desirable.

ARTICLE XIII
INDEMNIFICATION

Section 13.1 Indemnification.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a director, officer, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful, except that no indemnification

shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

(b) To the extent a director, officer or committee member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

(c) Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer or committee member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the director, officer, or committee member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

(e) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Remedies for Violations. In the event of a violation of the Association's governing documents or Rules and Regulations by an Owner, Related User, Tenant, guest or invitee (other than the non-payment of any assessment of other charges) the Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable after receipt of such written notice, or if any similar violation is thereafter repeated, the Association may, at its option:

(a) Impose a fine against the Parcel as provided in the Act as amended from time to time, and in the Association's governing documents;

(b) Suspend, for a reasonable period of time, the right of an Owner, Tenant, guest or invitee to use Common Areas and facilities as provided in the Act, as amended from time to time;

(c) Commence an action to enforce the performance on the part of the Owner or other party, or such equitable relief as may be necessary under the circumstances, including injunctive relief;

(d) Commence an action to recover damages;

(e) Take any actions reasonably necessary to correct such failure which action may include, when applicable, but shall not be limited to, removing any addition, alteration, Improvement or change which has not been approved by the Association or performing any maintenance required to be performed by this Declaration; or

(f) Elect any or all other remedies, restrictions or penalties available under law.

All expenses incurred by the Association in connection with enforcing the Association's governing documents and Rules and Regulations, including reasonable attorneys' fees and costs, shall be assessed against the applicable Owner as a charge, and shall be due upon written demand by the Association. To the extent permitted by law and the Act, the Association shall have a lien for any such charge and any interest, costs or expenses associated therewith, including attorneys' fees and costs incurred in connection with such assessment, and may take such action to collect such assessment or foreclose said lien as in the case and in the manner of any other assessment as provided above.

Per Section 617.0302, Florida Statutes, and the terms of this Declaration, the Association shall have the authority to institute, maintain, settle or appeal actions or proceedings in its name on behalf of all Owners concerning matters of common interest to most or all Owners.

Section 14.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 14.3. Duration of Covenants/Termination. The covenants, conditions, easements and restrictions in this Declaration shall run with the Lots and Property, and be binding upon Lot Owners and Related Users, inuring to the benefit of and enforceable by the Association and each Lot Owner and each person claiming by, through and under them, for a term beginning with the date of recording this Declaration and ending on December 31, 2062, after which they will be automatically extended for successive periods of ten (10) years unless an instrument terminating them is executed by Lot Owners owning not less than two-thirds (2/3) of the Lots included in the Subdivision and recorded in the Public Records of St. Johns County, Florida. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Owners vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination as adopted, the date of the meeting of the Association at which the resolution was adopted, the date the notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the Public Records of St. Johns County, Florida, and may be relied upon for the correctness of facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the certificate is recorded in the Public Records of St. Johns County, Florida. If this Declaration is terminated in accordance herewith, every Owner acquiring title covenants and agrees that the termination documents shall require that (a) Parcels shall continue to be used solely as single family residences, and (b) the Common Area shall be owned and held in equal shares by the Owners as tenants in common. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors, the County, of any other governmental body that may have authority over such transfer. In the event that the Association is terminated, prior to such dissolution or termination, all responsibility relating to the Surface Water or Stormwater Management System and the Permits must be assigned to and accepted by an entity approved by the SJRWMD and/or the ACOE, as applicable.

Section 14.4. Amendment. This Declaration may be amended at any time. A proposed amendment may be proposed by the President of the Association, a majority of the Board, or by petition of twenty percent (20%) of the Owners. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called

for the purpose by at least two-thirds (2/3) of the Voting Interests, voting in person or by proxy, at a duly convened meeting. An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of St. Johns County.

Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of ACOE.

Section 14.5. Conflict or Ambiguity in Documents. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control over both the Articles and Bylaws.

Section 14.6. Usage. Whenever used, the singular include the plural and the singular, and the use of any gender shall include all genders.

Section 14.7. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

Section 14.8. Notices. Except as provided specifically by law, notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his or her last known address, as may be designated by the Owner in writing from time to time.

Section 14.9. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations adopted pursuant to such documents, as the same may be recorded from time to time, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall lie in St. Johns County, Florida.

Section 14.10. Rules and Regulations. The Board may from time to time, adopt, amend, rescind or add to the Rules and Regulations governing the use of Common Area and Parcels, the operation of the Association, and architectural standards.

Section 14.11. Waiver. No provisions contained in the Association's governing documents or Rules and Regulations shall be deemed to have been waived because of any failure to enforce the same, irrespective of the number of violations or breaches, whichever may occur.

Section 14.12. Ratification. Each Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) and each occupant by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all the provisions of this Declaration and the Association's governing documents and Rules and Regulations, are fair and reasonable in all material respects.

Section 14.13. Disclaimers as to Water Bodies. THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed under seal this 30th day of MAY, 2013.

Signed, sealed and delivered
In the presence of:

**HIDDEN LAKES OF ST. AUGUSTINE OF
HOMEOWNERS ASSOCIATION, INC.**
a Florida not-for-profit company.

Name Marion L. Shell By: John J. Higgins
John J. Higgins, President

Name Debra Beal King
269 North Churchill Drive
St. Augustine, FL 32086

Phase 1

Exhibit A

(Rolling Hills Master)

A PARCEL OF LAND LYING IN AND BEING PART OF THE ANTONIO CANOVAS DONATION, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE, ON THE EAST LINE OF SAID SECTION 48, SOUTH 00 DEGREES 17 MINUTES 25 SECONDS EAST, 578.23 FEET TO THE SOUTH LINE OF A 160-FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 259, PAGES 136 AND 137, OF THE PUBLIC RECORDS OF SAID COUNTY, THENCE, ON SAID SOUTH LINE, SOUTH 81 DEGREES 18 MINUTES 18 SECONDS WEST, 474.19 FEET, TO THE POINT OF SAID BEGINNING; THENCE CONTINUE ON SOUTH LINE, SOUTH 81 DEGREES 18 MINUTES 18 SECONDS WEST, 991.79 FEET, THENCE THE FOLLOWING TEN (10) COURSES:

- (1) SOUTH 81 DEGREES 50 MINUTES 5 SECONDS EAST, 129.59 FEET;
 - (2) SOUTH 28 DEGREES 09 MINUTES 55 SECONDS WEST, 100.00 FEET
 - (3) SOUTH 26 DEGREES 46 MINUTES 53 SECONDS WEST, 60.02 FEET
 - (4) SOUTH 28 DEGREES 09 MINUTES 55 SECONDS WEST, 91.93 FEET
 - (5) SOUTH 81 DEGREES 18 MINUTES 18 SECONDS WEST, 463.64 FEET
 - (6) SOUTH 27 DEGREES 43 MINUTES 00 SECONDS WEST, 35.33 FEET
 - (7) SOUTH 88 DEGREES 56 MINUTES 04 SECONDS WEST, 123.33 FEET
 - (8) NORTH 81 DEGREES 59 MINUTES 32 SECONDS WEST, 61.28 FEET
 - (9) NORTH 69 DEGREES 49 MINUTES 21 SECONDS WEST, 100.09 FEET
 - (10) NORTH 20 DEGREES 10 MINUTES 39 SECONDS EAST, 258.42 FEET TO THE SOUTH LINE OF SAID 160-FOOT WIDE EASEMENT; THENCE ON SAID SOUTH LINE, SOUTH 81 DEGREES 18 MINUTES 18 SECONDS WEST, 230.19 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF ROLLING HILLS DRIVE (FORMERLY INDUSTRIAL PARK ROAD), AN 80-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, AND A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 80 DEGREES 47 MINUTES 27 SECONDS EAST; THENCE, ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1233.57 FEET AND DELTA OF 15 DEGREES 32 MINUTES 51 SECONDS AN ARC DISTANCE OF 334.73 FEET (SOUTH 16 DEGREES 58 MINUTES 58 SECONDS EAST, 333.71 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 65 DEGREES 14 MINUTES 36 SECONDS EAST, THENCE THE FOLLOWING TEN (10) COURSES:
- (1) NORTH 20 DEGREES 10 MINUTES 39 SECONDS EAST, 103.68 FEET;
 - (2) SOUTH 69 DEGREES 49 MINUTES 21 SECONDS EAST, 101.59 FEET;
 - (3) SOUTH 81 DEGREES 21 MINUTES 02 SECONDS EAST, 60.10 FEET;
 - (4) NORTH 88 DEGREES 56 MINUTES 04 SECONDS EAST, 126.83 FEET;

- (5) SOUTH 18 DEGREES 09 MINUTES 49 SECONDS EAST, 27.41 FEET;
- (6) SOUTH 33 DEGREES 47 MINUTES 42 SECONDS EAST, 100.00 FEET;
- (7) SOUTH 56 DEGREES 12 MINUTES 18 SECONDS WEST, 120.00 FEET;
- (8) SOUTH 03 DEGREES 09 MINUTES 49 SECONDS WEST, 94.80 FEET;
- (9) SOUTH 45 DEGREES 16 MINUTES 41 SECONDS EAST 47.90 FEET;
- (10) SOUTH 44 DEGREES 43 MINUTES 19 SECONDS WEST, 119.60 FEET TO THE EASTERLY RIGHT-OF-WAY OF SAID ROLLING HILLS DRIVE AND POINT ON A CURVE. SAID POINT HAVING A RADIAL BEARING OF NORTH 46 DEGREES 25 MINUTES 50 SECONDS EAST. THENCE ON SAID RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT. SAID CURVE HAVING A RADIUS OF 1233.57 FEET AND A DELTA OF 01 DEGREE 42 MINUTES 31 SECONDS, AN ARC DISTANCE OF 36.79 FEET (SOUTH 44 DEGREES 25 MINUTES 26 SECONDS EAST, 36.78 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUE ON SAID RIGHT-OF-WAY LINE, SOUTH 45 DEGREES 16 MINUTES 41 SECONDS EAST, 378.22 FEET; THENCE, THE FOLLOWING SEVENTEEN (17) COURSES:
 - (1) NORTH 44 DEGREES 43 MINUTES 25 SECONDS EAST, 120.15;
 - (2) SOUTH 82 DEGREES 08 MINUTES 53 SECONDS EAST, 100.00 FEET;
 - (3) NORTH 44 DEGREES 43 MINUTES 19 SECONDS EAST, 100.00 FEET;
 - (4) SOUTH 45 DEGREES 16 MINUTES 41 SECONDS EAST, 606.73 FEET;
 - (5) NORTH 01 DEGREE 14 MINUTES 42 SECONDS WEST, 83.42 FEET;
 - (6) NORTH 21 DEGREES 51 MINUTES 37 SECONDS WEST, 400.00 FEET;
 - (7) NORTH 68 DEGREES 08 MINUTES 23 SECONDS EAST, 100.00 FEET;
 - (8) NORTH 62 DEGREES 58 MINUTES 45 SECONDS EAST, 60.24 FEET;
 - (9) NORTH 68 DEGREES 08 MINUTES 23 SECONDS EAST, 106.18 FEET;
 - (10) SOUTH 25 DEGREES 09 MINUTES 14 SECONDS EAST, 77.02 FEET;
 - (11) SOUTH 31 DEGREES 06 MINUTES 39 SECONDS EAST, 216.46 FEET;
 - (12) SOUTH 00 DEGREES 21 MINUTES 24 SECONDS WEST, 126.46 FEET;
 - (13) SOUTH 23 DEGREES 28 MINUTES 09 SECONDS EAST, 119.06 FEET;
 - (14) SOUTH 14 DEGREES 13 MINUTES 29 SECONDS WEST, 218.51 FEET;
 - (15) SOUTH 22 DEGREES 23 MINUTES 49 SECONDS EAST, 127.59 FEET;
 - (16) SOUTH 51 DEGREES 37 MINUTES 16 SECONDS EAST, 22.80 FEET;
 - (17) SOUTH 40 DEGREES 50 MINUTES 52 SECONDS WEST, 243.93 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID ROLLING HILLS DRIVE AND A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 28 DEGREES 14 MINUTES 43 SECONDS EAST; THENCE, ON SAID RIGHT-OF-WAY LINE AROUND AND ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1233.57 FEET AND A DELTA OF 21 DEGREES 10 MINUTES 18 SECONDS, AN ARC DISTANCE OF 455.82 FEET (SOUTH 72 DEGREES 20 MINUTES 26 SECONDS EAST, 453.23 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 07 DEGREES 04 MINUTES 25 SECONDS EAST, SAID POINT ALSO BEING ON THE WESTERLY LINE OF UNIT NO. 2 OF ST. AUGUSTINE HEIGHTS INDUSTRIAL PARK, AS RECORDED IN MAP BOOK 19, PAGES 37 AND 38, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE, ON SAID WESTERLY LINE AND THE NORTHERLY PROLONGATION

THEREOF, NORTH 00 DEGREES 01 MINUTE 18 SECONDS EAST, 2114.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL BEING 39.664 ACRES, MORE OR LESS, IN AREA.

[SPECIFICALLY INCLUDING LOTS 1 THROUGH 46, INCLUSIVE, ACCORDING TO THE PLAT OF CHELSEA WOODS, UNIT ONE, AS PER MAP OR PLAT THEREOF, RECORDED IN MAP BOOK 31, PAGES 37-43, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.]

Exhibit B

(Cottages at Hidden Lakes)

TRACT "A" ACCORDING TO THE PLAT OF CHELSEA WOODS UNIT ONE, AS RECORDED IN MAP BOOK, 31 PAGES 37, 38, 39, 40, 41, 42 AND 43, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND A PART OF THE ANTONIO CANOVAS DONATION, SECTION 48, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEASTERLY CORNER OF SAID LOT 3, CHELSEA WOODS UNIT ONE, THENCE ON THE NORTHWESTERLY LINE OF SAID LOT 3, SOUTH 44 DEGREES 43 MINUTES 19 SECONDS WEST, 119.60 FEET TO A POINT ON A CURVE IN THE NORTHEASTERLY RIGHT OF WAY LINE OF ROLLING HILLS DRIVE (AN 80 FOOT RIGHT OF WAY AS NOW ESTABLISHED); RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE IN SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID ROLLING HILLS DRIVE, SAID CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1233.57 FEET, AN ARC DISTANCE OF 739.77 FEET TO THE MOST NORTHWESTERLY CORNER OF SAID TRACT "A", CHELSEA WOODS UNIT ONE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 23 MINUTES 21 SECONDS WEST, 728.74 FEET; THENCE NORTH 81 DEGREES 18 MINUTES 18 SECONDS EAST ALONG A NORTHERLY LINE OF SAID TRACT "A", CHELSEA WOODS UNIT ONE, AND ALONG THE SOUTHERLY LINE OF A 160 FOOT WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 259, PAGE 136, A DISTANCE OF 1105.01 FEET TO THE MOST NORTHEASTERLY CORNER OF SAID TRACT "A", THENCE SOUTH 07 DEGREES 58 MINUTES 09 SECONDS EAST, ALONG AN EASTERLY LINE OF SAID TRACT "A" AND THE SOUTHERLY PROLONGATION THEREOF (ALSO BEING THE WESTERLY LINE OF CONSERVATION EASEMENT PARCEL "B" AS RECORDED IN SAID OFFICIAL RECORDS IN BOOK 1196, PAGE 762, A DISTANCE OF 162.11 FEET; THENCE SOUTH 28 DEGREES 13 MINUTES 15 SECONDS EAST, ALONG LAST SAID WESTERLY LINE OF CONSERVATION EASEMENT PARCEL "B", 163.93 FEET TO AN ANGLE POINT ; THENCE SOUTH 32 DEGREES 04 MINUTES 19 SECONDS EAST, CONTINUING ALONG LAST SAID WESTERLY LINE, 64.69 FEET TO THE NORTHEASTERLY CORNER OF LOT 16, SAID CHELSEA WOODS UNIT ONE; THENCE SOUTH 68 DEGREES 08 MINUTES 23 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 16, A DISTANCE OF 125.33 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE SOUTH 52 DEGREES 10

MINUTES 58 SECONDS WEST, ALONG THE NORTHERLY TERMINUS OF NORTH CHURCHILL DRIVE (A 60 FOOT RIGHT OF WAY AS NOW ESTABLISHED), 62.40 FEET TO THE NORTHEASTERLY CORNER OF LOT 15, SAID CHELSEA WOODS UNIT ONE; THENCE SOUTH 58 DEGREES 08 MINUTES 23 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 15, A DISTANCE OF 109.01 FEET TO THE NORTHWESTERLY CORNER THEREOF; THENCE NORTH 08 DEGREES 42 MINUTES 21 SECONDS WEST, ALONG THE EASTERLY LINE OF LOT 14, SAID CHELSEA WOODS UNIT ONE , 39.59 FEET TO THE NORTHEASTERLY CORNER THEREOF; THENCE SOUTH 81 DEGREES 17 MINUTES 39 SECONDS WEST ALONG THE NORTHERLY LINE OF LOT 14, 13, 12, 11, 10, 9, 8, 7 AND 6, SAID CHELSEA WOODS UNIT ONE (ALSO BEING THE SOUTHERLY LINE OF SAID TRACT "A", CHELSEA WOODS UNIT ONE), 493.24 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE SOUTH 33 DEGREES 47 MINUTES 42 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 22.78 FEET TO THE MOST NORTHERLY CORNER OF LOT 5, CHELSEA WOODS UNIT ONE; THENCE SOUTH 56 DEGREES 12 MINUTES 18 SECONDS WEST, ALONG THE NORTHWESTERLY LINE OF LOT 5 AND 4, SAID CHELSEA WOODS UNIT ONE, 120.00 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 4; THENCE SOUTH 03 DEGREES 09 MINUTES 49 SECONDS WEST, ALONG THE WESTERLY TERMINUS OF NORTH CHURCHILL DRIVE (A 60 FOOT RIGHT OF WAY), 94.80 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID NORTH CHURCHILL DRIVE; THENCE SOUTH 45 DEGREES 16 MINUTES 41 SECONDS EAST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 47.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.71 ACRES, MORE OR LESS.

[SPECIFICALLY INCLUDING LOTS 1 THROUGH 48, INCLUSIVE, ACCORDING TO THE PLAT OF THE COTTAGES AT HIDDEN LAKES RECORDED IN MAP BOOK 54, PAGES 30-34 OF THE CURRENT PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.]

Exhibit C

(Rolling Hills Phase Three)

A PARCEL OF LAND LYING IN AND BEING PART OF THE ANTONIO CANOVAS DONATION, SECTION 48, TOWNSHIP 7 SOUTH RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 28, CHELSEA WOODS UNIT ONE, AS RECORDED IN MAP BOOK 31, PAGES 37 THROUGH 43, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 44 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 28 A DISTANCE OF 120.15 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28; THENCE SOUTH 82 DEGREES 08 MINUTES 53 SECONDS EAST 100.00 FEET TO THE SOUTHWEST CORNER OF LOT 27 OF SAID CHELSEA WOODS UNIT ONE; THENCE NORTH 44 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 27 A DISTANCE OF 100.00 FEET TO THE SAID SOUTHEAST CORNER OF LOT 27; THENCE SOUTH 45 DEGREES 16 MINUTES 41 SECONDS EAST ALONG THE WESTERLY LINE OF LOT 26 AND TRACT "B" BOTH OF SAID CHELSEA WOODS - UNIT ONE 606.73 FEET TO THE MOST SOUTHERLY CORNER OF SAID TRACT "B"; THENCE NORTH 01 DEGREE 14 MINUTES 42 SECONDS WEST ALONG THE EASTERLY LINE OF SAID TRACT "B" 83.42 FEET; THENCE CONTINUE ON SAID EASTERLY LINE OF TRACT "B" NORTH 21 DEGREES 51 MINUTES 37 SECONDS WEST 400.00 FEET TO THE SOUTHERLY LINE OF LOT 23 OF SAID CHELSEA WOODS - UNIT ONE; THENCE NORTH 68 DEGREES 08 MINUTES 23 SECONDS EAST ALONG SAID SOUTHERLY LINE OF LOT 23 A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 23; THENCE NORTH 62 DEGREES 58 MINUTES 45 SECONDS EAST 60.24 FEET TO THE SOUTHWEST CORNER OF LOT 22 OF SAID CHELSEA WOODS - UNIT ONE; THENCE NORTH 68 DEGREES 08 MINUTES 23 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID LOT 22 A DISTANCE OF 106.18 FEET TO THE WESTERLY LINE OF A CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1196, PAGE 762, OF SAID PUBLIC RECORDS, AND THE WESTERLY LINE TRACT "D" OF SAID CHELSEA WOODS UNIT ONE; THENCE ON THE WESTERLY LINE OF SAID CONSERVATION EASEMENT, THE FOLLOWING SEVEN (7) COURSES; (1) SOUTH 25 DEGREES 09 MINUTES 14 SECONDS EAST, 77.02 FEET; (2) SOUTH 31 DEGREES 06 MINUTES 39 SECONDS EAST, 216.46 FEET; (3) SOUTH 00 DEGREE 21 MINUTES 24 SECONDS WEST, 126.46 FEET; (4) SOUTH 23 DEGREES 28 MINUTES 09 SECONDS EAST, 119.06 FEET; (5) SOUTH 14 DEGREES 13 MINUTES 29 SECONDS WEST, 218.51 FEET; (6) SOUTH 22 DEGREES 23 MINUTES 49 SECONDS EAST, 127.59 FEET; (7) SOUTH 51 DEGREES 37 MINUTES 16 SECONDS EAST, 22.80 FEET TO THE NORTHWESTERLY LINE OF TRACT "C" OF SAID CHELSEA WOODS - UNIT ONE; THENCE SOUTH 40 DEGREES 50 MINUTES

46 SECONDS WEST ALONG SAID NORTHWESTERLY LINE 243.93 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ROLLING HILLS DRIVE, AN 80-FOOT RIGHT OF WAY AS NOW ESTABLISHED, SAID POINT BEING A POINT ON A NON TANGENT CURVE, CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1233.57 FEET, A CENTRAL ANGLE OF 16 DEGREES 28 MINUTES 36 SECONDS, AN ARC LENGTH OF 354.74 FEET AND A CHORD BEARING OF NORTH 53 DEGREES 30 MINUTES 58 SECONDS WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 354.74 FEET TO A POINT OF TANGENCY; THENCE NORTH 45 DEGREES 16 MINUTES 41 SECONDS WEST ALONG SAID ROLLING HILLS DRIVE 759.40 FEET TO THE POINT OF BEGINNING. THE AFOREDESCRIBED PARCEL CONTAINS 10.9 ACRES MORE OR LESS.

[SPECIFICALLY INCLUDING LOTS 96 THROUGH 132, ROLLING HILLS ESTATES, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 50, PAGES 40 AND 41, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.]