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File No. 4-06-779

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TIMBERWOOD LANDING**

1. DEFINITIONS.....	2
2. PROPERTY SUBJECT TO THIS DECLARATION.....	4
3. COMMON AREA	4
4. EASEMENTS.....	6
5. CONSTRUCTION REQUIREMENTS AND DEVELOPER'S RIGHT TO REPURCHASE.....	9
6. ARCHITECTURAL CONTROL.....	10
7. USE RESTRICTIONS	16
8. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	20
9. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.....	21
10. COVENANT FOR MAINTENANCE ASSESSMENT.....	22
11. UTILITY PROVISIONS	25
12. EXTERIOR MAINTENANCE ASSESSMENT.....	26
13. GENERAL PROVISIONS.....	26
14. NOTICE OF PERMIT REQUIREMENTS	29
15. DISCLAIMERS	30

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
TIMBERWOOD LANDING**

THIS DECLARATION is made on this 29th day of May, 2007, by Timberwood South, LLC, a Florida limited liability company ("Developer").

PRELIMINARY STATEMENT

- A. Developer is the owner of the real property described below located in St. Johns County, Florida.
- B. Such real property is not subject to any covenants or restrictions of record.
- C. Developer desires to place covenants and restrictions of record on such real property.
- D. Developer deems it desirable to create a not-for-profit association to own, maintain and administer all the Common Area, to administer and enforce the easements, covenants, conditions, restrictions and limitations set forth in this Declaration, and to collect and disburse the assessments pursuant to this Declaration;

NOW, THEREFORE, Developer hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida:

**ALL OF TIMBERWOOD LANDING, ACCORDING TO THE PLAT
THEREOF RECORDED IN MAP BOOK 61, PAGES 99 THROUGH
104, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.**

and any additional property annexed to this Declaration (collectively, the "Property") is hereby made subject to and shall be held, sold and conveyed subject to the following easements, covenants, terms, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and which shall be covenants and restrictions to run with the Property, which shall bind all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each owner thereof.

1. DEFINITIONS.

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration, shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as they may be amended from time to time, a copy of which are attached as Exhibit A.

1.2 "Association" shall mean and refer to Timberwood Landing Homeowners' Association, Inc., its successors and assigns.

1.3 "Board of Directors" or "Board" shall mean and refer to the board of directors of the Association.

1.4 "By-laws" shall mean and refer to the By-laws of the Association as they may be amended from time to time, a copy of which are attached as Exhibit B.

1.5 "Common Area" shall mean and refer to all real property within the Property that is owned, leased or required to be maintained by the Association or its members, regardless of whether title has been conveyed to the Association, and all improvements constructed on such lands by the Developer or the Association. The Common Area shall initially consist of Tracts A through J shown on the Plat.

1.6 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.7 "Developer" shall mean and refer to Timberwood South, LLC, a Florida limited liability company and its successors and such of its assigns as to which all or part of the rights of Developer under this Declaration are specifically assigned, as evidenced in writing.

1.8 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Timberwood Landing.

1.9 "District" shall mean and refer to the St. Johns River Water Management District, a water management district pursuant to Chapter 373, Florida Statutes.

1.10 "FHA/VA" shall mean and refer to the Federal Housing Administration and the Department of Veterans Affairs, or either of them individually, which may from time to time insure or guarantee loans on Lots.

1.11 "Lot" shall mean and refer to any lot shown on the recorded subdivision plat for Timberwood Landing and any subsequently recorded subdivision plat of any additional contiguous land made subject to this Declaration, together with the improvements thereon. "Pond Lot" shall mean and refer to any Lot which may now or may hereafter be adjacent to a pond on the Property.

1.12 "Member" shall mean and refer to a member of the Association.

1.13 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the subdivision plat referred to herein and any subdivision plat of additional contiguous land made subject to this Declaration and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.14 "Plat" shall mean and refer to the subdivision plat of Timberwood Landing recorded in the public records of St. Johns County, Florida.

1.15 "Property" shall mean and refer to that certain real Property described on in the plat of Timberwood Landing recorded in Map Book 61, pages 99 through 104, of the public records of St. Johns County, Florida, together with improvements thereon and any additional contiguous property made subject to this Declaration.

1.16 "PUD" shall mean and refer to St. Johns County Ordinance No. 2006-9 and the Master Development Plan for Timberwood Landing recorded in Official Records 2643, pages 420 through 436, of the public records of St. Johns County, Florida.

1.17 "Surface Water or Stormwater Management System" or "the System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system. For purposes of this Declaration, the System shall be deemed a part of the Common Area.

1.18 "Turnover" shall mean and refer to the transition of control from the Developer to the Association, as described in Section 720.307, Florida Statutes (2006), but within the time periods set forth in Section 8.2.2.

2. PROPERTY SUBJECT TO THIS DECLARATION.

2.1 Property. The Property described in Section 1.15 is the only property initially subject to this Declaration. Additional lands may be annexed to and made part of this Declaration in accordance with Section 2.2. No land owned by the Developer shall be deemed to be part of the Property or Common Area unless such land is expressly described in Section 1.15, or subsequently designated as such by the Developer pursuant to Section 2.2 or 3.2, even if the Developer consents or acquiesces to the use of such land by the Owners.

2.2 Annexation of Additional Lands. The Developer reserves and shall have the sole right, subject to the terms of Section 13.10 (which requires FHA/VA approval if this Declaration has been approved by the FHA or VA in connection with any FHA/VA loan program), to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Lot Owner, the Association, the holder of a mortgage or lien affecting the Property, or any other person. Provided, however, that the total number of Lots that are subject to this Declaration shall not exceed ninety-nine (99). Annexation of lands to the Property shall be evidenced by a Supplementary Declaration executed by the Developer and recorded in the public records of St. Johns County, Florida. The Owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, restrictions, rules, regulations and Bylaws in the same manner and to the same extent as the original Lot Owners.

2.3 Withdrawal of Lands. The Developer reserves the right, with the approval of a majority of the votes in the Association, to withdraw portions of the Property from the terms and conditions of this Declaration. Such withdrawal of lands shall be evidenced by a Supplementary Declaration executed by the Developer and the Association and recorded in the public records of St. Johns County, Florida.

3. COMMON AREA.

3.1 Conveyance of Common Area. The Developer intends to convey or assign the Common Area to the Association at such time as all planned improvements to the Common Area are completed, but in any event prior to the issuance or guarantee of a FHA/VA mortgage on a Lot, and the Association shall accept such conveyance or assignment. Such conveyance or assignment shall be subject to easements and restrictions of record, including all those shown on the Plat, but free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Developer may reserve certain rights to itself for use of the Common Area which are not adverse to the Owners. Upon the recording of a deed or other instrument conveying or assigning the Common Area to the Association, the Association shall be deemed to have accepted such conveyance or assignment.

3.2 Developer's Right to Add to or Withdraw from the Common Area.

Notwithstanding anything to the contrary contained in this Declaration, for so long as the Developer shall own any Lot, the Developer shall have the right, in its sole discretion:

3.2.1 To designate additional lands, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous); and

3.2.2 To withdraw, or cause to be withdrawn, land from the Common Area. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. Withdrawal of land from the Common Area by the Developer shall terminate any and all easements and rights of use of the Owners in such land. In the event any land, easements, use rights or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 3.2, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of St. Johns County, Florida, which shall specifically reference such addition or withdrawal.

3.3 Damage to the Common Area. If any Owner or any guest, tenant, licensee, agent, employee, family member, of an Owner, or any pet of any of the foregoing, damages the Common Area as a result of negligence or misuse, the Owner authorizes the Association to repair the damage. The cost of the repair will be the responsibility of such owner and will become a Lot Assessment payable by such owner. Notwithstanding the foregoing, no Owner shall be absolutely liable for damage to the Common Area, and in the event a Lot Assessment is levied for such damage the affected Owner may, within fourteen (14) days after receipt of notice of the Lot Assessment, make a written request to the Board of Directors to reconsider the Lot Assessment.

4. **EASEMENTS.**

4.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the Plat and PUD, and the Articles, Bylaws, and rules and regulations of the Association, and any prior use rights granted in the Common Area, every Owner and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

4.1.1 The right of the Association to levy assessments against the Lots for the purpose of maintaining the Common Area and to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Area.

4.1.2 The right of the Association to suspend the rights of any Owner or an Owner's tenants, guests or invitees, or both, to use the Common Area and to levy a reasonable fine for a violation of this Declaration or Chapter 720, as provided in Section 720.305, Florida Statutes (2006), provided that the Owner or tenant shall have vehicular and pedestrian ingress and egress to and from his Lot and the right to park.

4.1.3 The easements shown on the Plat and other easements, restrictions, and other matters of record.

4.1.4 The right of the owner of the Common Area, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Area to any public agency, authority, or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

4.1.5 The right of the owner of the Common Area to sell, convey or transfer the Common Area or any portion thereof to any third party other than those described in 4.1.4 for such purposes and subject to such conditions as may be approved by at least two-thirds (2/3rds) of the Owners other than the Developer.

4.1.6 The right of the Association to adopt reasonable rules and regulations pertaining to the use of the Common Area.

4.1.7 The right of the Developer or the Association to authorize other persons to enter upon or use the Common Area for uses not inconsistent with the Owners' rights therein.

4.1.8 The right of the Board to mortgage any or all of the Common Area for the purpose of improvement or repair of the Common Area with the approval of at least two-thirds (2/3rds) of the Owners other than the Developer.

4.1.9 Developer's reserved right to withdraw part of the Common Area or to dedicate to the public all or any part of the lands or easements remaining privately owned by Developer, as set forth in the Plat.

4.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

4.3 Association's Rights and Easements.

4.3.1 The Developer hereby grants to the Association and its successors, assigns, agents and contractors a perpetual non-exclusive easement in, on, over, under and upon the Property as may be reasonably necessary for the purpose of maintaining the Common Area and fulfilling its obligations under this Declaration, including without limitation all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the System. By this easement, the Association shall have the right to enter upon any portion of any Lot that is a part of the System at a reasonable time and in a reasonable manner to operate, maintain or repair the System. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire System. No person shall alter the drainage flow of the System without the prior written approval of the District or other governmental agency having jurisdiction. In the event any portion of the Property is damaged or altered as a result of the exercise of these easement rights, the party causing the damage or alteration shall immediately restore the Property to the condition that existed immediately prior to the damage or alteration.

4.3.2 The Association shall have the irrevocable right of entry upon each Lot during reasonable hours for the performance of exterior and lawn maintenance pursuant to Sections 7 and 12. Nothing in this section shall require the Association to perform any maintenance on a Lot.

4.3.3 The Association is hereby granted a perpetual non-exclusive easement over all easements shown on the Plat for the purpose of constructing or maintaining any roads, utilities, drainage facilities, ponds, ditches, or other improvements on the Property.

4.4 Developer's Reserved Rights and Easements.

4.4.1 For so long as Developer owns any portion of the Property, Developer reserves the right without further consent from any other Lot Owners to

grant or dedicate additional easements and rights of way over, across, and under any portions of the Property owned by Developer and to grant or dedicate to any public utility company, municipality or other governmental unit, water or sewage company, cable television, or telephone company an easement over all easements shown on the Plat, including without limitation the ten foot (10') Florida Power and Light easement located along the roadways. Such additional easements authorized by this section shall be for all purposes, including without limitation the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Developer or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Developer, its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby. Notwithstanding the foregoing, the easements authorized by this section shall not materially or adversely affect any improvements on the Property or unreasonably interfere with the enjoyment of the Common Area.

4.4.2 The Developer reserves for itself, its successors, assigns, and designees, a perpetual non-exclusive easement over, across and under all portions of the Common Area and any area designated as an easement, street, or right-of-way on the Plat for all purposes, including without limitation construction of improvements to the Common Area; ingress and egress; to construct, maintain and use utilities and utility poles, lines, drains, and other installations and equipment for the furnishing of utility services to the Property; and for the purpose of maintaining roadways, landscaping, wetlands, lakes, ponds, and other Common Areas. Nothing in this paragraph shall require the Developer to perform any maintenance on the Common Areas. The Developer shall have the right but no obligation to vacate any easement shown on the Plat as may be necessary for the property development and sale of the Lots and the proper development of the Common Area.

4.4.3 The Developer shall have the irrevocable right of access to any and all portions of the Property during reasonable hours to inspect and test such property, to repair or replace any portion of the Property as necessary in the Developer's reasonable judgment and to monitor the Association's maintenance of the Common Area. This right of entry shall survive Turnover. The Developer shall also have the right to proceed in any appropriate court to seek compliance with the Association's maintenance obligations and to enforce the Developer's right of entry. Any expenses incurred by the Developer to enforce the maintenance obligations of Association and the Developer's rights under this section shall be the responsibility of the Association. Nothing in this section shall require the Developer to maintain or repair any part of the Property.

4.4.4 The Developer hereby reserves for itself an easement and the right to grant easements over, under, across, in and through the Property to permit the Developer to act upon and carry out its rights and duties, express or implied, under this Declaration and to facilitate such other actions by the Developer for the development and sale of Lots and the development of Common Area.

5. CONSTRUCTION REQUIREMENTS AND DEVELOPER'S RIGHT TO REPURCHASE.

5.1 Time for Construction. Within two (2) years from the date an Owner purchases his Lot, such Owner must obtain approval of plans and specifications for the construction of a single-family residence on his Lot by an Approved Builder in accordance with Section 6 and obtain a building permit from St. Johns County, Florida, for the construction of a residence on his Lot. Construction of the approved residence on the Lot must commence by the end of the 25th month following the month in which the Owner closed on the purchase of his Lot and must thereafter be diligently pursued to completion. For purposes of this Declaration, construction shall be deemed to have commenced at such time as all necessary construction permits have been issued for the Lot by St. Johns County, Florida, and the Owner has broken ground on the Lot.

5.2 Developer's Right to Repurchase. Should the Owner fail to meet this requirement to commence construction within the time limitations described above, the Developer shall have the right, but not the obligation, to repurchase the Lot from the Owner at the same purchase price that the Owner paid to the Developer for the Lot. All transfer taxes and costs associated with the repurchase, other than Owner's attorneys' fees and financing fees, shall be paid by Developer. If Developer elects not to exercise its option to repurchase, which election shall be made within sixty (60) days following the end of the 25-month period described above, Developer shall provide Owner with a certificate in recordable form releasing the Lot from this two-year construction restriction. The failure of Developer to exercise its repurchase right under this Section shall not operate to release the Lot from the provisions of Section 6. In the event a Lot is encumbered by a mortgage at the time it is repurchased, the Developer shall have the right to assume such mortgage and neither the repurchase of the Lot nor the assumption of the mortgage shall constitute a default under such mortgage. By accepting a Lot as collateral for a loan the maker of such loan acknowledges and agrees to such assumption by the Developer.

5.3 Expiration of Right to Repurchase. If the Developer fails to exercise its repurchase right with respect to a Lot within the time limits set forth above, the repurchase right shall automatically expire as to that Lot only, even if the Developer fails to furnish the Lot Owner with a certificate releasing the Lot.

6. ARCHITECTURAL CONTROL.

6.1 Definitions and Composition of Architectural Review Committee.

6.1.1 "Proposed Improvement" shall mean and refer to buildings and exterior improvements, changes, or alterations of any kind, including without limitation, any dwelling, building, accessory structure, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, mailbox, landscaping, landscape device or object, exterior lighting scheme, driveways, ramps, playhouses, swimming pools, or barbecue pits, the construction or placement of which is proposed upon any Lot or the Property.

6.1.2 The Architectural Review Committee ("the Committee") is a committee of the Association, the members of which shall initially be composed of such agent or agents as may be appointed by the Developer in its sole discretion. At such time as Class B membership ceases, the members of the Committee shall be appointed by the Board of Directors of the Association.

6.1.3 An "Approved Builder" is a licensed contractor authorized by the Developer to construct dwellings on Lots in Timberwood Landing.

6.2 Architectural Review and Approval Required. No Proposed Improvement other than those erected by Developer shall be commenced, erected or maintained upon the Property, nor shall any clearing, grading, excavating, or tree removal be commenced or any exterior addition or modification be made to an existing structure until all construction, clearing, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Committee as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation, compliance with the provisions of this Declaration, and aesthetic qualities. Such approval shall be within the sole discretion of the Committee. Such plans shall be either approved or disapproved by the Committee within a reasonable period of time, and construction of approved improvements shall be within a period of nine (9) months from date a construction permit is issued by St. Johns County or such longer time as may be approved by the Committee in its sole discretion.

6.3 Approved Builders. *No residential dwelling may be constructed on any Lot except by a licensed Florida contractor approved as an "Approved Builder" in accordance with this section.* Prior to Turnover, Approved Builders shall be designated by the Developer and thereafter Approved Builders shall be designated by the Committee. The criteria for approving Approved Builders shall include without limitation quality of work, prior customer satisfaction, willingness to abide by the Committee's design criteria and the applicable provisions of this Declaration, and

financial soundness. An Approved Builder may be required to post a deposit with the Association for damage to the Common Area resulting from its construction activities. The requirement to use an Approved Builder shall apply to the initial construction of residential dwellings only, and shall not apply to repairs, renovations, or additions, to the dwelling or to pools or other recreational or secondary structures.

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

6.4.1 To draft and adopt architectural planning criteria, standards and guidelines relative to architectural styles or details, and rules and regulations regarding the form and content of plans and specifications to be submitted for approval and to define such exterior changes, alterations, or improvements that require Committee review and approval pursuant to Section 6.4.2, all as the Committee may consider necessary or appropriate, but subject to the minimum standards set forth in Section 6.5 and Chapter 720, Florida Statutes.

6.4.2 To require submission to the Committee of two (2) or more complete sets of preliminary and final plans and specifications for any Proposed Improvement. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee. All submissions must meet the requirements of the PUD and the Land Development Code for St. Johns County. All Owner must obtain a final written approval from the Committee before applying to St. John County for a Building Permit.

6.4.3 To require submission to the Committee of two (2) or more complete sets of Lot clearing plans, which must show all areas of the Lot the Owner intends to clear, the location of any trees larger than four inches (4") in diameter or more measured four feet (4') above the ground, and any trees the removal of which requires a permit from St. Johns County, Florida.

6.4.4 To approve or disapprove any contractor or builder and any Proposed Improvement, clearing plan, or any change or modification thereto and to approve or disapprove any exterior additions, changes, modifications or alterations to an existing improvement, including without limitation any change in the color of such improvement. During the time the Developer is a Class B member determination by the Committee shall be final. Subsequent to the transfer of control of the Committee by the Developer, any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final.

6.4.5 To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste, which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Section and the architectural planning criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

6.4.6 In the event any Proposed Improvement is changed, modified or altered without prior approval of the Committee, to require the Owner to restore the Proposed Improvement to comply with the original plans and specifications, or the plans and specifications originally approved by the Committee. The Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.

6.4.7 To waive any requirement set forth in this Declaration or in the architectural planning criteria adopted by the Committee if, in its sole discretion, it deems such waiver to be in the best interests of the Property and the Owners of other Lots and not incompatible with the Property and the other Lots. A waiver shall be evidenced in writing and signed by the chairman of the Committee upon approval of the majority of the members of the Committee.

6.5 Architectural Planning Criteria.

6.5.1 General Building Specifications. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') or three (3) stories in height, may be constructed on any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence that contains less than one thousand one hundred and fifty (1,150) square feet of heated and cooled living area shall be constructed on any Lot. All residences must have an attached enclosed garage with space for at least two (2) but no more than four (4) automobiles. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum living areas set forth above and shall not be considered a part thereof for determining compliance with these size restrictions. All yards, except for areas approved to be paved, shall be sodded and landscaped from the edge of the paved roadway to the foundation of the residence. No business or commercial buildings or equipment may be erected, kept or maintained on any Lot.

6.5.2 Layout. No foundation for a building shall be placed nor shall construction commence in any manner or respect, until the layout for the building is approved by the Developer or the Committee. It is the purpose of this approval to

assure that no trees are unnecessarily disturbed and that the home is placed on the Lot in its most advantageous position.

6.5.3 Setbacks. No part of any structure, including the garage, shall be constructed on any Lot within twenty-five feet (25') of the front property line, fifteen feet (15') of the rear property line; or six and one-half feet (6.5') of any side property line. The Owner will be allowed only an uncovered walkway along either side of the home within the 5' side yard set back. All setbacks shall be measured from the wall of the structure to the property line. In the case of a corner lot, the setback for the second side of the building that faces a road shall be twenty feet (20'). A dwelling may be located upon a single-lot or on a combination of contiguous Lots and, in the latter case, the setback lines shall apply to the most exterior Lot lines of the combined contiguous Lots. Eaves and cornices of any structure may project beyond the setbacks established herein. Accessory uses, including but not limited to pools, spas, and patios shall be set back a minimum of five feet (5') from all property lines. Driveways may be allowed within the front and side yard setbacks.

6.5.4 Roofs. Flat roofs shall not be permitted. The minimum pitch of roofs must be 6/12 and the maximum overhang for the roof is 18 inches.

6.5.5 Walls and Fences. No wall, fence or hedge shall be erected, placed, maintained or permitted to remain upon any Lot unless and until the height, type, location, size or construction thereof have been approved by the Committee in accordance with this Section 6. No fence may exceed six feet (6') in height. All fences must be made of wood, vinyl or metal as approved by the Developer or the Committee. Fences will be permitted in the rear and side yards only, starting at the rear wall of the dwelling or the most interior wall of the rear patio.

6.5.6 Garages. In addition to the requirements stated in Section 6.5.1, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two, three, or four individual overhead doors, each a minimum of nine (9) feet in width, and a pedestrian service door is optional. Overhead doors may be manual or electrically operated and shall be kept closed when not in use. No carports will be permitted.

6.5.7 Driveways and Sidewalks. All dwellings shall have approved driveway of stable and permanent construction at least twenty-five feet (25') in length from the front of the building face to the back side of the existing concrete curb on the public street located in front of the property, which will include a minimum of two parking spaces. All driveways must be constructed with an approved material (brick

pavers or concrete). All concrete sidewalks along the front property easement are to be built by the Owner and shall be four foot wide as required by the PUD.

6.5.8 Dwelling Quality. The desire of the Developer is to create a community in harmony with the heavily wooded existing site and, therefore, it encourages the use of wood (or simulated wood) as the principle exterior material with brick, concrete board siding, stone and stucco being used for portions where compatible. The Committee shall have final approval of all exterior building material. Exposed concrete block shall not be permitted on the exterior of any building or detached structure.

6.5.9 Game and Play Structures. All courts and play structures shall be located at the rear of the dwelling, or on the inside portion of a corner Lot, within the setback lines. No platform, doghouse, court, playhouse, tree house or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Committee. All basketball backboards shall be moveable and allowable on the driveway.

6.5.10 Swimming Pools and Other Recreation Areas. Any swimming pool to be constructed on any Lot shall be subject to the requirements of this subsection and the Committee, which include, but are not limited to the following:

6.5.10.1 The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of dwelling unless approved by the Committee;

6.5.10.2 No screening of pool areas may stand beyond a line extended and aligned with the side walls of the dwelling unless approved by the Committee;

6.5.10.3 Pool screening may not be visible from the street in front of the dwelling unless approved by the Committee. Solar heating roof panels are acceptable with the approval of the Committee, but must be mounted in a position so that the panels cannot be seen from public view;

6.5.10.4 Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If an Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, forty percent (40%) of the Lot used for recreation purposes must be left in natural vegetation and must be adequately screened by landscaping and/or walls or

fences on both the front and side as required by the Committee. It shall be the intent of the Developer to screen any such use from public view.

6.5.11 Air Conditioning Equipment. All air conditioning compressors shall be permitted in the rear yards along the rear wall of the main structure only and shall be screened from view and insulated by a fence, wall, or shrubbery so as to minimize noise. Air conditioning equipment may not be located within rear setbacks.

6.5.12 Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them a points fifteen (15) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

6.5.13 Utility Connections; Gas Tanks. Building connections for all utilities, including, but not limited to water, electricity, telephone, and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. Water to air heat pumps will not be allowed unless approved by the Committee. Approval will not be considered unless excess water can be dispelled directly into a storm drainage system or returned to ground water. Gas tanks shall be permitted in rear yards only and may not be located within side or rear setbacks.

6.5.14 Firewood. All firewood shall be stored in the rear yard in a screened service area and screening shall consist only of approved materials such as stained woods, stucco or brick.

6.6 Limitation on Liability. Any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Developer and all other Owners harmless from any liability or damage to the Property and from expenses arising from any Proposed Improvement and such owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

6.7 Holiday Decorations. The Board may adopt reasonable rules and regulations governing exterior holiday lighting and decorations, and Committee

approval shall not be required prior to the installation of lighting and decorations in compliance with such rules and regulations.

6.8 Fees. The Committee is hereby authorized to make such charges for each submittal as it deems necessary to cover the cost of review of the plans and specifications.

6.9 Variances. The Developer or the Committee may authorize variances from compliance with any architectural provision of this Declaration when deemed appropriate in the sole discretion of the Developer or the Committee. Any such variance must be evidenced in writing by the Developer or the Committee and shall not operate to waive any of the terms and conditions of this Declaration except to the extent necessary to give effect to the variance.

7. USE RESTRICTIONS.

7.1 Residential Use. No Lot shall be used for any purpose except for a residential dwelling for a family, as defined by applicable zoning ordinances. Subject to applicable land use regulations, the Owner of a Lot may also use his residence for home office purposes, provided:

7.1.1 The Owner must reside in the residence as his primary residence and the use of the residence for a home office must be clearly incidental and subordinate to its use as a residence;

7.1.2 No evidence of the home office use may be visible from the exterior of the Lot and traffic from visitors and delivery or pickup services may not exceed the traffic typically generated by other Lots;

7.1.3 The activities of the home office must occur entirely within the residence;

7.1.4 The physical address of the home office may not be advertised; and

7.1.5 The use must otherwise comply with this Declaration and all applicable zoning regulations.

Notwithstanding the foregoing, until such time as the Developer no longer owns a Lot, the Developer reserves the right to use the vacant portions of a Lot and the Common Area for Developer's construction activities; provided, however, that the Developer's activities shall not interfere with the residential use of any improved Lot. In the event Developer's activities disrupt the surface condition of a Lot, the Developer

shall be required to return the Lot to its condition as it existed immediately prior to the disruption.

7.2 Vehicles. No boats or wheeled vehicles of any kind, including trailers, automobiles or campers, may be kept or parked on any Lot or driveway unless same are completely inside a garage. Notwithstanding the foregoing, private automobiles of the occupants and guests may be parked in the driveway on a Lot as long as they do not constitute a nuisance in the sole discretion of the Association. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes. No wheeled vehicles of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or on a regular basis or for a continuous period of time in excess of twenty-four (24) hours. No mechanical or maintenance work of any kind may be performed on any boats or vehicles except within a closed garage. These restrictions on parking shall not apply to the Developer and its designees, who shall be exempt from all restrictions on parking vehicles that are engaged in any activity relating to the construction or marketing of Lots or the maintenance, inspection, or repair of any part of the Property.

7.3 Animals. No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other domesticated household pets may be kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets unless confined to a leash. If, in the sole discretion of the Board, any animal becomes dangerous, a nuisance, or destructive of property or wildlife, such animal may no longer be kept on a Lot. Persistently barking dogs, dogs running at large, or dogs in packs shall constitute a nuisance per se and a violation of Section 7.6.

7.4 Clotheslines. No portion of a Lot shall be used as a drying or hanging area for laundry of any kind and no clotheslines are permitted.

7.5 Subdivision of Lots. No Lot or Lots shall be resubdivided.

7.6 Nuisances. No immoral, unlawful, noxious or offensive activity shall be carried on or upon the Property, nor shall anything be done thereon is or may become a nuisance to other Lot owners.

7.7 Temporary Structures. No structure of a temporary nature, character, tent, shack, garage, barn, trailer, camper or other similar outbuilding or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently. No mobile home, modular home, or any dwelling constructed off-site and designed to be transported shall be permitted on any Lot.

7.8 Trash Disposal. No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. All trash containers shall be stored in a concealed space in the rear yard and not visible from the street except within twelve (12) hours before or after scheduled pick-up by local waste removal service. No grass clippings, trash or other debris shall be disposed of in the lakes or ponds on the Property.

7.9 Lawn Maintenance. All improvements on a Lot and all lawns, grounds and landscaping shall be maintained in a neat and orderly fashion free of rubbish, trash, garbage and all unsightly weeds and underbrush. Natural vegetation buffers are allowed if kept free of garbage, fallen trees and large fallen branches. No mining or excavating operations of any kind shall be permitted upon or in any Lot.

7.10 Signs. An Owner may display a sign of reasonable size provided by a contractor for security services within ten feet of any entrance to his residence. No other sign of any kind shall be displayed on any Lot or from the window of any residence except signs showing the Owners' names and number of residence, which must be approved by the Committee prior to installation. No "For Sale" or "For Rent" signs shall be allowed at any time. This section shall not apply to the Developer provided the Association maintains a listing of resales, if any, offered from time to time in the office of the Association or within the clubhouse.

7.11 Satellite Dishes. No satellite dishes or radio or television antennae shall be installed unless same are screened from view on all sides. The Committee may waive this requirement to the extent necessary for signal reception. No satellite dish, radio or television antennae may be installed unless and until the location and screening has been approved by the Committee in accordance with Section 6. No television or radio antennae shall be permitted.

7.12 Tree Removal. No tree of a diameter in excess of four inches (4") at a height of four feet (4') above ground level may be removed from a Lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees and the justifications for such tree removal. The Committee may require any Owner who violates this section to replace trees removed without approval with trees of like kind and size within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in Section 10.

7.13 Window Units. No window or through the wall HVAC units may be placed in any window of or through a wall of a residence or accessory building.

7.14 Mailboxes. All mailboxes shall be designed and constructed in accordance with specifications promulgated by the Developer or the Committee.

7.15 Wells and Pumps. All pumps and piping installed on lots for water systems shall be underground, or if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Developer or Architectural Control Committee. All wells installed on the property shall be installed in compliance with all governmental regulations. No wells shall be installed within easement areas. Water from wells may only be used for irrigation, swimming pools, air conditioning and lawn watering. A shared well between two Lots will not be allowed unless both Lots are owned by the same Owner.

7.16 Boats. No gas or diesel driven boat shall be permitted to be operated on any lakes or ponds on the Property. Canoes and small, non-combustion powered, boats will be permitted. All such boats shall be stored either within existing structures on the Lot, behind landscaping approved by the Committee, or otherwise screened from view when not in use.

7.17 Ponds. The ponds on the Property are part of the Stormwater or Surface Water Management System. Owners shall have the right to reasonable use and benefit of the ponds, subject to the right of Developer or the Association to adopt reasonable rules and regulations governing their use. The Association or the Developer shall have the right to deny such use to any person who in the opinion of Developer or the Association may create or participate in a disturbance or nuisance on any part of the ponds. The right to reasonable use and benefit of the ponds may be subject to riparian rights of others and may be further granted to such other persons as may be designed by Developer or the Association from time to time. Only the Developer or the Association shall have the right but no obligation to pump or otherwise remove any water from the ponds for the purpose of irrigation or other use or to place any matter or object in the ponds. The Developer and the Association shall have the sole and absolute right to control the water level of all ponds and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on the ponds. Embankments adjacent to Pond Lots shall be maintained by the owners of such Lots. The height, grade and contour of such embankments shall not be changed without the prior written consent of the Committee. If the owner of any Pond Lot fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Association or its agent or representative shall have the right, but not obligation, to enter upon any such Pond Lot to perform such maintenance work which may be reasonably required, all at the expense of the owner of such Pond Lot. No decks may be permitted within the pond easements and set back areas up to the edge of the water, and no docks, moorings, pilings, boat shelters or other structure shall be erected on or over the ponds. Swimming in the ponds is prohibited.

7.18 Insurance. In the event any improvement is damaged or destroyed as the result of a casualty, all debris must be immediately removed and the Lot restored to a neat and orderly appearance within sixty (60) days from the date of the casualty. If the Owner elects to reconstruct a dwelling, reconstruction shall be performed in a workmanlike manner and in accordance with the original plans and specifications approved by the Committee, unless the Owner obtains approval for new plans and specifications in accordance with Section 6.

7.19 Wetlands and Buffers. All wetlands and buffers shown on the Plat shall be preserved in their natural state. No construction, filling, removal of earth, or cutting of trees or other plants shall be permitted within the wetlands or buffers.

8. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

8.1 Membership. Every Owner of a Lot, including Developer, shall be a member of the Association and shall have the voting rights in the Association set forth below. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership shall be automatically transferred by the conveyance of title to a Lot.

8.2 Classes of Members. The Association shall have two (2) classes of voting members as follows:

8.2.1 Class "A" members shall be all Owners other the Developer, except as provided in Section 8.2.2 below. Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than the assigned votes be cast with respect to any Lot.

8.2.2 Class "B" members shall be the Developer, who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

8.2.2.1. Three (3) months after seventy-five percent (75%) of all Lots in the Property that will ultimately be operated by the Association have been conveyed to members other than Developer. (For purposes of this section, the term "members other than Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale); or

8.2.2.2. Ten (10) years following the date of conveyance of the first Lot; or

8.2.2.3. At such time as the Developer, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Developer shall be entitled to elect at least one (1) member of the Board of Directors, and all of the members not constituting a majority, as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property.

9. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

9.1 Management of Association. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

9.2 Operation of Common Area. The Association shall operate the Common Area and, with respect to any Common Area it owns, may acquire or dispose of all or part of it by sale, grant of easement or otherwise make agreements with respect to the Common Area subject to the restrictions and provisions of the Articles and Bylaws. The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Area, and any other governmental liens which may be assessed against the Common Area, unless the taxes for such Common Area are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

9.3 Maintenance. The Association shall manage, maintain, operate and insure the Common Area, any mitigation and jurisdictional wetlands or conservation areas shown on the Plat, and all improvements located on Common Area. Fallen Timber Way and Timberwood Drive have been dedicated to and accepted by St. Johns County, Florida, for maintenance. All maintenance shall be performed at the direction of the Board, and the cost of managing, maintaining, operating, repairing, replacing and insuring the Common Area shall be a common expense of the Association and shall be collected and paid in accordance with Section 10.

9.4 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 System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District or other governmental agency having

jurisdiction. The Association may enact reasonable rules and regulations with regard to the operation and use of the System. The System and all bulkheads, drains, and other improvements constructed or installed by the Developer or Association to secure the System shall be Common Area. Any repair, reconstruction, or modification of the System shall be as permitted or approved by the St. Johns River Water Management District. Any Common Area embankments shall be maintained by the Association so that grass, planting or other lateral support shall prevent erosion of the embankment of the lake or pond.

9.5 Bonding. The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

9.6 Enforcement. The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

9.7 Enforcement of Rights. The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonable necessary to effectuate any right or privilege granted herein.

10. COVENANT FOR MAINTENANCE ASSESSMENT.

10.1 Covenant for Maintenance Assessments. The Developer hereby covenants for each Lot within the Property and each owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot (whether or not it shall be so expressed in his deed), to pay to the Association annual assessments and special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but shall not become the personal obligation of the successors in title of such person or persons unless expressly assumed by them.

10.2 Purpose of Assessments. The annual assessments levied by the Association shall be paid either in monthly or quarterly installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots in the Property; for the improvement, maintenance, and repair of all Common Area,

common landscaped areas, and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, including without limitation work within retention areas, drainage structures and drainage easements; for the administration and expenses of the Association; for the establishment of a maintenance, repair and reserve account for Common Area; for the installation and maintenance of street lighting and signage; for payment of taxes and insurance on all Common Area; and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation, or the Bylaws.

10.3 Calculation and Collection of Assessments. Annual assessments shall be established by the Board of Directors based upon an annual budget and a reasonable estimate for reserves for deferred maintenance and non-recurring expenses of the Common Area. Both annual and special assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly or quarterly basis. Notice of the annual assessments shall be mailed to every Owner. Annual assessments shall be collected in advance on a periodic basis established by the Board. Special assessments shall be due at such time as determined by the Board.

10.4 Lot Assessments. The Association may, with the approval of a majority of the Board, levy an assessment against an individual Lot (a "Lot Assessment") for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement to the Common Area that only serves such Lot, or to pay or reimburse the Association for costs resulting from the failure of the Owner of such Lot to comply with the Declaration, the Articles, or the Bylaws, or for damage to the Common Area pursuant to Section 3.3.

10.5 Special Assessments. In addition to the annual and special assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Area or for such other purposes as may be approved by the members of the Association in the manner set forth in this paragraph. Any special assessment must be approved by two-thirds (2/3rds) of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

10.6 Commencement of Payment of Assessments. The assessment obligations of an Owner shall commence upon the closing of the Owner's purchase of a Lot. At the closing the Association shall also be entitled to collect an amount equal to three times the current monthly assessment as a capital contribution.

10.7 Assessments on Developer-Owned Lots. Notwithstanding any provision to the contrary herein, while Developer is a Class B member it shall be

excused from payment of its share of the operating expenses and assessments relating to its Lots provided it pays any expenses incurred by the Association (excluding any obligation to fund the reserves) that exceed the assessments receivable from other members and other income of the Association. The Developer shall fund such expenses only as they are actually incurred. The Developer may assign this exemption as to any Lot to an entity which owns the Lot solely for the purpose of constructing a dwelling on the Lot for resale to a buyer who intends to occupy the dwelling. The Developer, in its sole discretion and regardless of its membership status, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation under this paragraph. In no event shall the Developer be obligated to fund the Association's operating deficit after Turnover.

10.8 Certificate of Paid Assessments. The Association shall, on demand and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owned therefore.

10.9 Delinquent Assessments. Any assessment or other charge authorized by this Declaration not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at a rate not to exceed six percent (6%) per annum. The Assessment plus interest, a late fee not to exceed Twenty Dollars and No/100's (\$20.00) for each assessment not paid within fifteen (15) days after the due date, and reasonable attorney's fees at the trial and appellate level shall become a continuing lien against the Lot. The Association shall perfect its lien by recording a claim of lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said claim of lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such claim of lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the Lot in the same manner as provided under Florida law for foreclosing mortgages. The Association shall be entitled to bid at any foreclosure sale and to apply as a cash credit against its bid all sums due the Association and covered by the lien being enforced. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable satisfaction of lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot or nonuse of the Common Area.

10.10 Priority of Assessments. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer

shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

10.11 Exempt Property. All portions of the Property dedicated to and accepted by a local public authority, all portions of the Property owned by a charitable or nonprofit organization that is exempt from taxation by the laws of Florida, and all Common Area shall be exempt from assessments. However, no land or improvements devoted to dwelling use shall be exempt from assessments except as provided in Section 10.7.

11. UTILITY PROVISIONS.

11.1 Water. The St. Johns County central water system providing service to the Property shall be used as the sole source of potable 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 such water lines located within the boundaries of his Lot and which serve same. 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.

11.2 Sewer. The St. Johns County central sewage system providing service to the Property shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and which serve same, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within the Property.

11.3 Solid Waste and Recycling. Each Owner shall participate in any available solid waste collection and recycling programs instituted by the Developer, St. Johns County, Florida, or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

11.4 Utility Services. 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 each Lot.

12. EXTERIOR MAINTENANCE ASSESSMENT. In the event any Owner fails to maintain his Lot or improvements thereon in the manner required by Section 7.9 so that in the reasonable opinion of the Board the quality, value, beauty or character of any or all of the Property is detrimentally affected, the Board of Directors may, with the approval of at least two-thirds (2/3rds) of the members of the Board and at least thirty (30) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the expense of the Owner and such entry upon the Lot will not be deemed a trespass. The cost of any maintenance performed pursuant to this Section shall be a Lot Assessment and may be collected by the Association in the manner specified in Section 10 hereof.

13. GENERAL PROVISIONS.

13.1 Enforcement. Enforcement of these restrictions by the Developer, the Association, or any Lot Owner shall be by proceedings against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees and court costs at all levels of the proceedings. The St. Johns River Water Management District or other governmental agency having jurisdiction shall also have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13.2 Invalidity. Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect provided the essential provisions for the Developer, the Association, and the Owners remain valid, binding, and enforceable. deemed a waiver of the right to do so thereafter.

13.3 No Waiver. Any failure of the Developer, the Association, or Lot Owners, their successors or assigns to enforce any covenants or restrictions contained herein shall in no event be deemed a waiver of the right to do so thereafter.

13.4 Amendment:

13.4.1 By the Developer: The Developer reserves and shall have the sole right, prior to Turnover:

13.4.1.1 to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein and any inconsistency between this Declaration and the other governing documents of the Association and to correct any scrivener's error;

13.4.1.2. to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Developer, in its sole judgment, determines such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot;

13.4.1.3 to amend this Declaration to comply with any requirement any title company proposing to insure title to any Lot and of the federal Department of Housing and Urban Development or the FHA/VA; any governmental lending agency; or any other governmental agency with jurisdiction over the Property to induce any of such agencies to make, purchase, sell, insure, guarantee, or otherwise deal with first mortgages on Lots;

13.4.1.4 to bring this Declaration into compliance with applicable laws, ordinances, or governmental regulations; and

13.4.1.5 to amend this Declaration for any other purpose (subject to the approval rights of the FHA/VA, and the District, as applicable), provided such amendment does not change the overall plan of development for Timberwood Landing and is not material and adverse to any Owner or Lot.

13.4.2 By the Association. In addition to the rights of the Developer provided for in Section 13.4 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration, may amend or alter this Declaration or any part thereof. Provided, however, that if the amendment would materially and adversely affect the Developer and the Developer holds at least one (1) Lot for sale in the ordinary course of business, the Developer must consent in writing to such amendment.

13.4.3 Approval by Water Management District. Any amendment to the Declaration which alters the Surface Water or Stormwater Management System from its original condition must have the prior approval of the St. Johns River Water Management District or other governmental agency having jurisdiction.

13.5. Developer's Reserved Rights. Notwithstanding any other term or condition contained in this Declaration, the Developer shall have the right to transact upon the Property any business necessary to effect the development and sale of Lots including, but not limited to, the right to conduct construction activities, maintain model homes, have signs, and locate a sales trailer on the Property.

13.6 Priority. In the event of any conflict among this Declaration, the Articles of Incorporation or By-Laws, the provisions of this Declaration shall control.

13.7 Term. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2037. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of the Lots; provided, however, that no such termination shall be effective without the joinder of the Developer for so long as the Developer owns any part of the Property.

13.8 Gender. The use of the masculine gender shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall refer to the other, as the context or application may require.

13.9 Assignment. The Developer may assign any or all of its rights under this Declaration to any successor developer without the consent of the Association or any Owner.

13.10 FHA/VA Approval. If this Declaration has been initially approved the FHA or VA in connection with any loan programs made available by FHA/VA, and the FHA/VA has made or guaranteed a loan secured by a mortgage on a Lot, then as long as Class B membership exists the following actions may not be taken without the approval of the FHA/VA (unless the need for approval has been waived by the FHA/VA): annexation of additional properties, mergers and consolidations, mortgaging of Common Area, public dedication of Common Area, and any amendment to this Declaration. If this Declaration has not been so initially approved and the FHA/VA has not insured or guaranteed a loan secured by a mortgage on a Lot, a statement by Developer to that effect shall be sufficient to eliminate the need for FHA/VA approval.

14. NOTICE OF PERMIT REQUIREMENTS.

14.1 Compliance with Permit. THE PROPERTY HAS BEEN DEVELOPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT PERMIT NUMBER 42-109-48132-3 ("THE PERMIT"). ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO A JURISDICTIONAL WETLANDS OR CONSERVATION AREA AS ESTABLISHED BY THE ARMY CORPS OF ENGINEERS ("ACOE") OR THE DISTRICT OR BY ANY 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 PERMIT AS IT RELATES TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMIT. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SYSTEM OR ANY PART OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DISTRICT OR THE ACOE, AS APPLICABLE.

14.2 Enforcement Rights. THE PERMIT IS OR WILL BE OWNED BY THE ASSOCIATION AND THE ASSOCIATION HAS THE OBLIGATION TO INSURE THAT ALL TERMS AND CONDITIONS OF THE PERMIT ARE COMPLIED WITH. THE ASSOCIATION SHALL HAVE THE POWER TO BRING AN ACTION AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMIT. THE DISTRICT SHALL HAVE THE RIGHT TO ENFORCE THE PROVISIONS OF THIS DECLARATION WHICH RELATE TO THE MAINTENANCE, OPERATION, AND REPAIR OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

14.3 Indemnity. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMIT AND FOR ANY REASON THE DEVELOPER OR THE ASSOCIATION IS CITED FOR SUCH VIOLATION, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER AND THE ASSOCIATION HARMLESS AGAINST ALL COSTS ARISING IN CONNECTION WITH SUCH VIOLATION, INCLUDING WITHOUT LIMITATION ALL ATTORNEYS' FEES AND THE COSTS OF CURING SUCH VIOLATION. ENFORCED.

15. DISCLAIMERS.

15.1 Ponds. All Owners shall be deemed, by virtue of their acceptance of a deed to a Lot, to have agreed to hold harmless the Developer, the Association, nor any of their successors, assigns, officers, directors, shareholders, members, agents, employees, contractors, or sub-contractors from and against:

15.1.1 All variances in the quality or level of the water in the ponds; it being understood that none of the foregoing parties is responsible for maintaining or assuring the water quality or level in any pond, except as such responsibility is expressly imposed by a governmental agency or authority with jurisdiction over the property;

15.1.3 Liability or damage arising from the design, construction, or topography of any pond bank, slope, or bottom; it being understood that pond banks and slopes may be steep in certain areas and that depths may drop off sharply;

15.2 Damage, death, or injury caused by alligators, poisonous snakes, wild hogs, and other wildlife that may inhabit or enter the Property from time to time and may pose a threat to persons, pets, and property.

15.2 Pond Lots. The Developer does not warrant that the property lines along ponds will be identical to those depicted on the Plat or any survey of the Lots, in light of the meandering nature of the shorelines and the effects of changes in water levels.

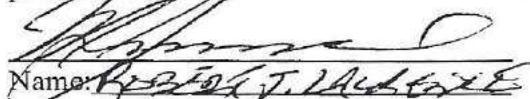
15.3 Disclaimer of Liability of Association. By accepting a deed to his Lot and membership in the Association, each Owner acknowledges and agrees that the Association shall not be liable or responsible for, or in any manner guarantor or insurer of the health, safety, welfare, or property of any Owner or occupant of any portion of the Property, including without limitation owners, tenants, residents and their families, guests, invitees, agents, employees, contractors, or subcontractors. Any provision of this Declaration, the Articles of Incorporation or Bylaws relating to health, safety, or welfare shall be interpreted and applied only as limitation on the uses of assessment

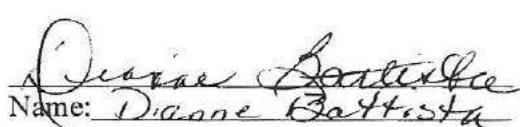
funds by the Association and not as creating a duty on the part of the Association to protect or further the health, safety, or welfare of any person or persons, even if assessment funds are chosen to be used for any such reason. This Declaration, the Articles of Incorporation and Bylaws of the Association, and the rules and regulations which may be adopted from time to time by the Association which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof. The Association is not authorized, created, or empowered to enforce or protect against tortious or negligent activities or to enforce or ensure compliance with federal, state, or local laws and ordinances. Fallen Timber Way and Timberwood Drive have been dedicated to and accepted by St. Johns County, Florida, for maintenance and use by the public. Each Owner, by virtue of his acceptance of a deed to his Lot, and every other person having an interest in or lien upon, or making any use of, any portion of the property (by virtue of accepting such interest or lien or making such use) shall be bound by this Section 15.3 and shall be deemed to have automatically waived any and all rights, claims, demands, and causes of action against the association arising out of or connected with any matter for which the liability of the association has been disclaimed.

For purposes of this Section, "Association" shall include within its meaning all of the Association directors, officers, committee and board members, employees, agents, contractors, management companies, subcontractors, successor and assigns. The provisions of this Section shall inure to the benefit of the Developer, its successors, assigns, members, officers, and agents, all of which shall be fully protected hereby.

IN WITNESS WHEREOF, the undersigned Developer has affixed its hand and seal on this 27 day of May, 2007.

Signed, sealed and delivered in the presence of:


Name: Robert J. Wood


Name: Diane Battista

TIMBERWOOD SOUTH, LLC, a Florida limited liability company

By: 
Name: John Wood
Its: Managing Member

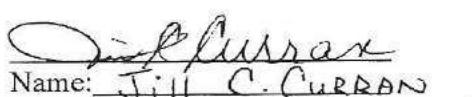
JOINDER AND CONSENT OF MORTGAGEE

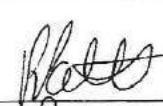
R.G. Crown Bank, the owner and holder of a mortgage on the real property described in the foregoing Declaration of Covenants and Restrictions, which mortgage is recorded in Official Records 2752, page 991, of the public records of St. Johns County, Florida, hereby joins in and consents to the filing of said Declaration of as covenants running with the land and to the subordination of the lien of its mortgage to the terms of the aforesaid Declaration. This Joinder and Consent shall be binding upon the undersigned and its successors and assigns.

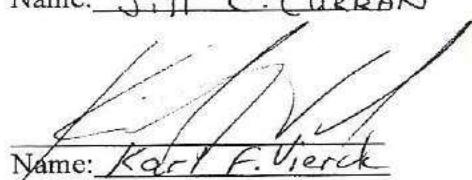
Dated this 24th day of May, 2007.

Signed, sealed and delivered
in the presence of:

R.G. CROWN BANK


Name: Jill C. Curran

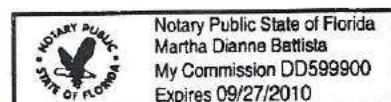

By: Rakesh Patel
Its: Vice President
Address: _____


Name: Kary F. Vierck

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 24th day of May, 2007, by Rakesh Patel, the Vice President of R. G. Crown Bank, a Federal Savings Bank, on behalf of the bank. He or she is personally known to me or has produced a Florida driver's license as identification.


Name: Martha D. Battista
Notary Public
Commission No. DD599900
Commission Expires 9/27/2010



JOINDER AND CONSENT OF MORTGAGEE

Putnam State Bank, the owner and holder of a mortgage on the real property described in the foregoing Declaration of Covenants and Restrictions, which mortgage is recorded in Official Records _____, page _____, of the public records of St. Johns County, Florida, hereby joins in and consents to the filing of said Declaration of as covenants running with the land and to the subordination of the lien of its mortgage to the terms of the aforesaid Declaration. This Joinder and Consent shall be binding upon the undersigned and its successors and assigns.

Dated this 23 day of May, 2007.

Signed, sealed and delivered
in the presence of:

Ad G Deputy
Name: Adam L. Deputy

Michael J. Roy
Name: Michael J. Roy

PUTNAM STATE BANK

A Duane Hull
By: A - Duane Hull
Its: Senior Vice President
Address: 350 N. State Rd 19
Palatka, FL 32177

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 23 day of May, 2007, by _____, the _____ of Putnam State Bank, a _____, on behalf of the bank. He or she is personally known to me or has produced a Florida driver's license as identification.



Mallie Bowers
Name: MALLIE BOWERS
Notary Public
Commission No. DD 665101
Commission Expires 4-19-2011

Audit #H07000144578 3

ARTICLES OF INCORPORATION OF
TIMBERWOOD LANDING HOMEOWNERS' ASSOCIATION, INC.,
a Corporation Not-for-Profit

The undersigned natural person competent to contract, for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, does hereby adopt the following Articles of Incorporation:

ARTICLE I: NAME

The name of the corporation shall be TIMBERWOOD LANDING HOMEOWNERS' ASSOCIATION, INC. ("the Association").

ARTICLE II: PURPOSE

The purposes and objectives of the corporation are such as are authorized under Chapter 720, Florida Statutes (2006), and the Florida Corporation Not-for-Profit Act, Chapter 617, Florida Statutes (2006), as they may be amended from time to time, including providing for maintenance, preservation and architectural control of the Lots and Common Areas within that certain parcel of real property described as:

ALL OF TIMBERWOOD LANDING, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 61, PAGES 99 THROUGH 104, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

("the Property") pursuant to Chapter 720, Florida Statutes, and to promote the health, safety and welfare of the residents within the above-described Property.

ARTICLE III: POWERS

In addition to the general powers afforded a corporation not-for-profit under the laws of the State of Florida, the Association shall have all the powers reasonably necessary to implement the purpose of this Association, including without limitation the following powers:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants and Restrictions for Timberwood Landing ("the Declaration") as same may be amended from time to time.

B. Fix, levy, collect and enforce payment of all charges or assessments pursuant to the terms of the Declaration and pay all expenses in connection therewith

Audit #H07000144578 3

and all office and other expenses incident to the conduct of the business of the Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the Property of the Association and the expense of maintaining and repairing the surface water or stormwater management system described in subsection H.

C. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. Dedicate, sell or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such terms and conditions as may be agreed to by the members, provided that no such dedication or transfer shall be effective unless consent to in writing by two-thirds (2/3) of each class of members.

F. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes and annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members unless otherwise authorized by the Declaration.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617, Florida Statutes, may now or hereafter have or exercise.

H. Operate and manage the Surface Water or Stormwater Management System ("the System") in a manner consistent with the St. Johns River Water Management District permit No. 42-109-48132-3 and applicable District rules and regulation; assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the System; and contract for services for the operation and maintenance of the System.

ARTICLE IV: MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (including contract sellers but excluding persons or entities holding title merely as security for performance of an obligation) which is subject to assessment by the Association shall be a member of the Association and shall have voting rights in the

Audit #H07000144578 3

Association as set forth below. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Membership shall be transferred automatically by the conveyance of title to a Lot.

ARTICLE V: CLASSES OF MEMBERSHIP

A. Class "A". Class A members shall be all Owners, with the exception of the Developer (as defined in the Declaration). Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot owned by a Class A member.

B. Class "B". The Class B member shall be the Developer, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

1. Three (3) months after seventy-five percent (75%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Developer. (For purposes of this section, the term "members other than Developer" shall not include builders, contractors, or others who purchase a Lot for the purpose of constructing improvements thereon for sale); or

2. Ten (10) years following the date of conveyance of the first Lot; or

3. At such time as the Developer, in its sole discretion, elects to terminate the Class B membership.

Notwithstanding the foregoing, the Developer shall be entitled to elect at least one (1) member of the Board of Directors, and all of the members not constituting a majority, as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Property.

ARTICLE VI: EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The corporation shall have perpetual existence.

Audit #H07000144578 3

ARTICLE VII: SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is John Wood, 1100-4 Ponce de Leon Boulevard, St. Augustine, Florida 32084.

ARTICLE VIII: BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of seven (7) persons appointed by Developer. After the sale of the first lot, the Board shall consist of no fewer than five (5) nor more than seven (7) members and the Directors shall be elected as provided in the Bylaws. After Class B membership ceases as provided in Article IV, only owners of Lots may be Directors or officers. The Developer may appoint or elect non-owners while Class B membership exists. The number of Directors may be changed by amendment of the Bylaws of the Association. The name and addresses of the persons who shall serve as the initial Board of Directors until the selection of their successors are:

John Wood	1100-4 Ponce de Leon Blvd. St. Augustine, Florida 32084
Robert J. L. Laurence	101 Bilbao Drive St. Augustine, Florida 32806
Robert J. F. Laurence	114 Southwind Circle St. Augustine, Florida 32080
Stephanie Igou	40 Abbott Street St. Augustine, Florida 32084
Colleen Graubard	33 Water Street St. Augustine, Florida 32084
Cindy Chapman	509 Turnberry Lane St. Augustine, Florida 32080
Dianne Battista	925 Oak Arbor Court St. Augustine, Florida 32080

ARTICLE IX: DISSOLUTION

The Association may be dissolved only pursuant to the provisions of the Condominium Act and the Declaration. Upon dissolution of the Association, other than as part of a merger or consolidation, the assets of the Association shall be dedicated to

Audit #H07000144578 3

an appropriate public agency to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the county in which the Condominium Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE X: AMENDMENT

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present at such meeting. Any amendment which alters the Surface Water or Stormwater Management System from its original condition must receive the approval of the St. Johns River Water Management District. As long as Class B membership exists, the following actions require the approval of FHA/VA (as defined in the Declaration): annexation of additional properties; mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendments to the Articles of Incorporation.

ARTICLE XI: INDEMNIFICATION

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided, that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct, indemnification shall apply only when the Board of Directors approves the settlement and/or reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

Audit #H07000144578 3

**ARTICLE XII: PRINCIPAL OFFICE, INITIAL REGISTERED OFFICE,
AND REGISTERED AGENT**

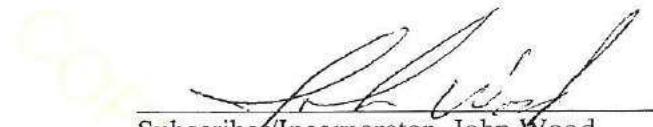
The street and mailing address of the initial principal office and initial registered office of the Association is 1100-4 Ponce de Leon Blvd., St. Augustine, Florida 32084. The name of its initial Registered Agent at such address is John Wood.

ARTICLE XIII: BYLAWS

Bylaws regulating operation of the corporation shall be adopted by the Board of Administration.

ARTICLE XIV: DEFINITIONS

Capitalized terms not defined in these Articles shall have the meanings set forth in the Declaration and the Condominium Act.


Subscriber/Incorporator- John Wood

ACCEPTANCE BY REGISTERED AGENT

I am familiar with and accept the duties and responsibilities as Registered Agent for the foregoing corporation.


John Wood

BY-LAWS OF
TIMBERWOOD LANDING HOMEOWNERS' ASSOCIATION, INC.

ARTICLE ONE
NAME AND LOCATION

The name of the corporation is Timberwood Landing Homeowners' Association, Inc. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 1100-4 Ponce de Leon Boulevard, St. Augustine, Florida 32084, but meetings of members and directors may be held at such places within the St. Johns County, Florida, as may be designated by the Board of Directors.

ARTICLE TWO
DEFINITIONS

Capitalized terms not defined in these Bylaws shall have the meanings set forth in the Declaration.

ARTICLE THREE
MEETING OF MEMBERS

Section One. **Annual Meetings.** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held in the same day of the same month of each year thereafter on a day designed by the Board of Directors.

Section Two. **Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

Section Three. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section Four. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section Five. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be dated, state the date, time and place of the meeting for which it was given, be signed by the authorized person executing the proxy and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE FOUR

BOARD OF DIRECTORS: SELECTION: TERM OF NOTICE

Section One. Number. The affairs of this Association shall be managed by a Board of Directors, consisting of no fewer five (5) nor more than five (7) members. After Class B membership ceases, each Director shall be a member of the Association.

Section Two. Term of Office. At the first annual meeting and at each annual meeting thereafter, the members shall elect directors to hold office until the next succeeding annual meeting.

Section Three. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association in the manner specified in Section 617.0808, Florida Statutes (2006), as amended from time to time. In the event of death, resignation or removal of a director, his successor shall be selected at the same meeting by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section Four. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE FIVE

NOMINATION AND ELECTION OF DIRECTORS

Section One. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual

meeting, and a Member may nominate himself or herself as a candidate for the Board. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members until such time as Class B membership ceases. After Class B membership ceases, nominations shall be made from among members only.

Section Two. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE SIX

MEETINGS OF DIRECTORS

Section One. Regular Meetings. Regular meetings of the Board of Directors shall be held not less than quarterly after not less than seven (7) days notice to each director.

Section Two. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two directors, after not less than three (3) days notice to each director.

Section Three. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section Four. Notices of Board Meetings. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of each Board meeting may be mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency.

ARTICLE SEVEN

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section One. Powers. The Board of Directors shall have power to:

a. adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

b. suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

c. exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

d. declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

e. employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

f. levy reasonable fines against any member or any tenant, guest or invitee for failure to comply with Chapter 720, the governing documents of the Association, or the rules of the Association as provided under Section 720.305(2), Florida Statutes (2006), as amended from time to time.

Section Two. Duties. It shall be the duty of the Board of Directors to:

a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A members who are entitled to vote;

b. supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

c. as more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject hereto at least fifteen (15) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property on which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(iv) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(v) procure and maintain adequate liability, hazard and if required, flood insurance on property owned by the Association;

(vi) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(vii) cause the Common Area and any improvements constructed thereon, to be maintained.

ARTICLE EIGHT

OFFICERS AND THEIR DUTIES

Section One. **Enumeration of Offices.** The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, and a Secretary/ Treasurer, and such other officers as the Board may from time to time by resolution create.

Section Two. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section Three. **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section Four. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section Five. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such

notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section Six. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section Seven. **Multiple Offices.** The Office of Secretary/Treasurer may be held by one person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section Four of this Article.

Section Eight. Duties. The duties of the officers are as follows:

a. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

b. **Vice-President.** The Vice-President shall act in place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

c. **Secretary/Treasurer.** The Secretary/Treasurer shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE NINE

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these Bylaws and an Architectural Control Committee at such time and in the manner specified in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE TEN

BOOKS AND RECORDS

The books, records and papers of the Association, including those records required to be maintained pursuant to Section 617.303(4), Florida Statutes (2006), shall be subject to inspection by any member as provided by Section 720.303(5), Florida Statutes (2006), as amended from time to time. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE ELEVEN

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, as defined in the Declaration which are secured by a continuing lien upon the property against which the assessments are made. Any assessments which are not paid when due shall be delinquent. In addition, the Board may, from time to time, establish and charge a late fee for handling delinquent assessments. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the property, and interest, late fees and costs and reasonable attorney's fees incurred in bringing any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot.

ARTICLE TWELVE

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Timberwood Landing Homeowners' Association, Inc.

ARTICLE THIRTEEN

AMENDMENTS

Section One. These Bylaws may be amended, at any regular meeting of the members, or special meeting called for such purpose, by an affirmative vote of two-thirds (2/3) of each class of members existing at the time of and present in person or by proxy, at such meeting. As long as

Class B membership exists, the FHA/VA (as defined in the Declaration) has the right to veto any amendments to the Bylaws.

Section Two. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

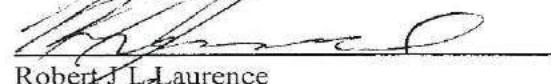
ARTICLE FOURTEEN

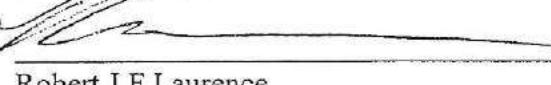
MISCELLANEOUS

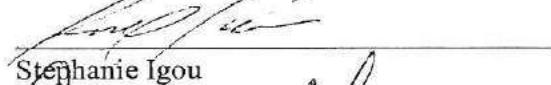
The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

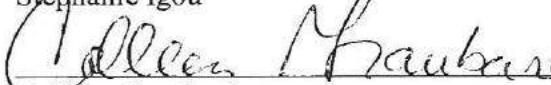
IN WITNESS WHEREOF, we, being all of the Directors of the Timberwood Landing Homeowners' Association, Inc., have hereunto set our hands this 29th, day of May, 2007.

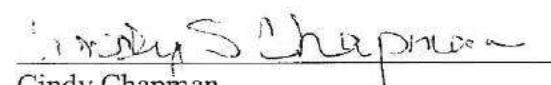

John Wood

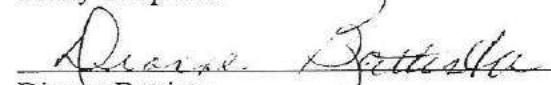

Robert J L Laurence


Robert J F Laurence


Stephanie Igou


Colleen Graubard


Cindy Chapman


Dianne Battista

CERTIFICATE

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Timberwood Landing Homeowners' Association, Inc., a Florida non-profit corporation, and

That the foregoing By-Laws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors, held on the 29th, day of May 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association, this 29th, day of May 2007.

(SEAL)

Cindy S Chapman
Print Name: Cindy Chapman
Its Secretary



CREATIVE
MAILBOX & SIGN
DESIGNS
®

DESIGN - FABRICATION - INSTALLATION

Creative Mailbox Designs, LLC Service Agreement

Creative Mailbox Designs, LLC commits to install this product within 4 weeks of customer approval and receipt of an approved plan from the U.S. Postal Service. If an approved site plan is not received, any orders called in will be processed, however, the customer will be responsible for any relocation charge mandated by the U.S. Postal Service. We will accommodate requests for earlier product installation and/or installation of temporary mailboxes but these requests may be subject to a minimum trip charge of \$50.

NEW ENGLAND FINIAL

3" FLUTED ALUMINUM POST

6'6"

6'6"

41° - 45° (45° SHOWN)

3 1/2" PVC POST

2'-0" MIN.

2'-0" MIN.

41° - 45° (45° SHOWN)

SB-33

7 1/4"

25 1/2"

A-3

NOTE: FINIAL TO BE
1'-2" ABOVE BOX/
FOUNDATION DEPTH TO
BE ADJUSTED DEEPER
TO MAINTAIN STANDARD

CONCRETE

CONCRETE

CONCRETE

CONCRETE

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CONCRETE

CLASSIC COLLECTION

MANOR COLLECTION

ESTATE COLLECTION

ROYAL COLLECTION

ALL COMPONENTS
POWDER COAT
MINERAL BLACK

2815

REFLECTIVE GOLD VINYL LETTERS

SM 5100-64

FONT: CG CALIFORNIA BOLD

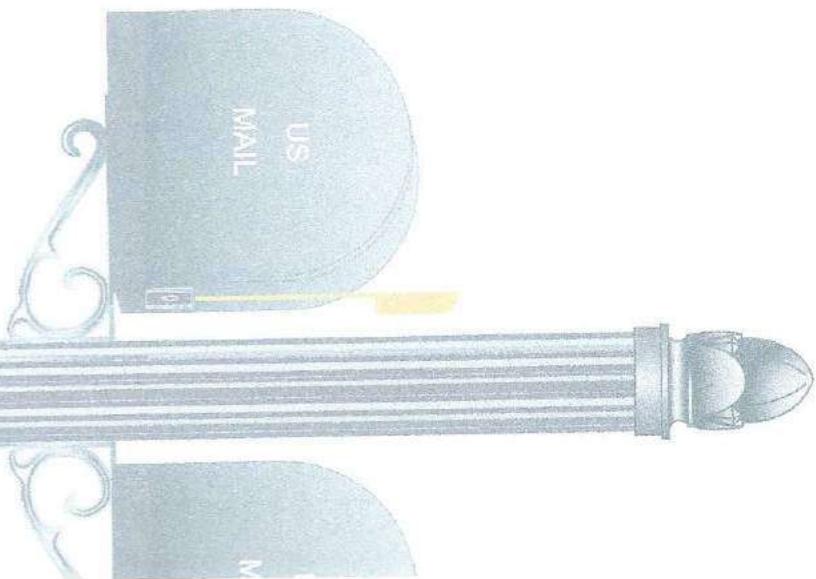
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Mail Boxes are "Manor Collection" Contact Creative
Mailbox & Sign Designs

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12801 Commodity Place
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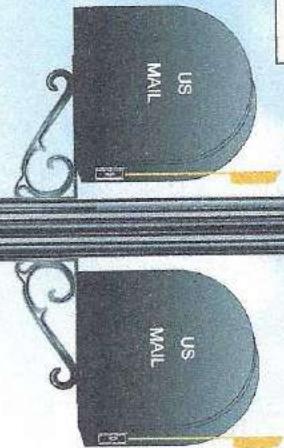
Toll Free 877-818-7180
sales@creativesigndesigns.com
www.creativemailboxdesigns.com

MANOR COLLECTION

SINGLE



DOUBLE



2" NUMBERS ON MAILBOX

ON BRACKETS
(see "BRACKET" section)

REFLECTIVE VINYL

1234567890

FONT: CG CALIFORNIA BOLD
COLOR: GOLD



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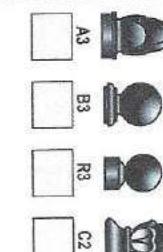
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FINIAL

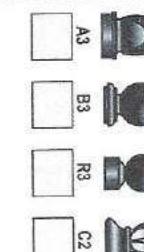


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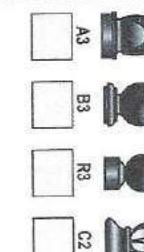


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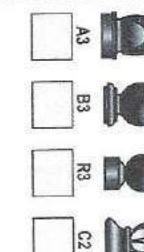


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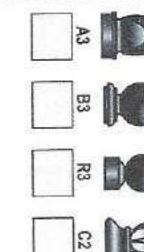


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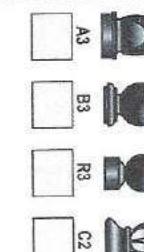


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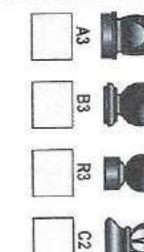


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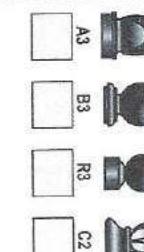


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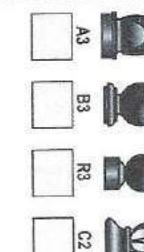


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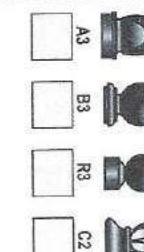


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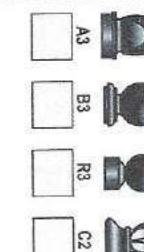


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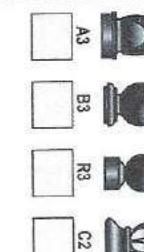


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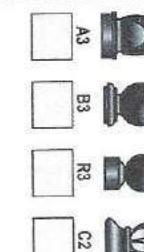


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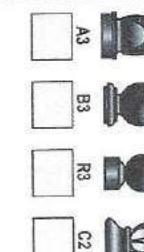


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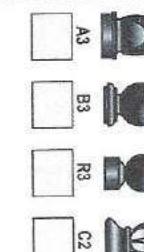


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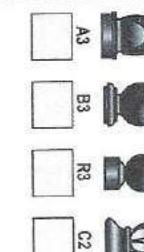


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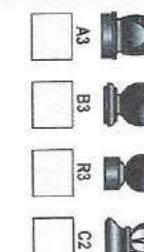


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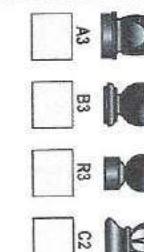


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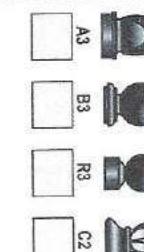


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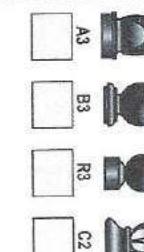


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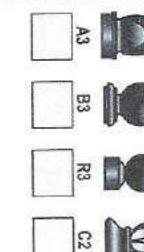


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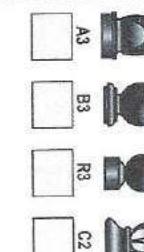


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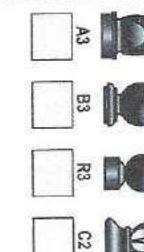


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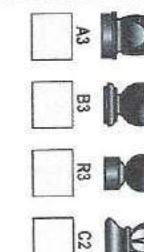


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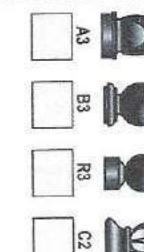


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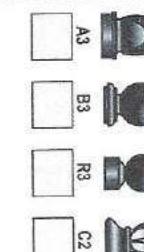


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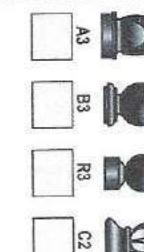


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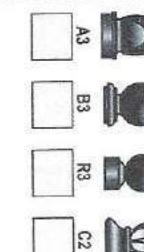


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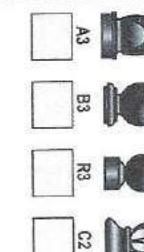


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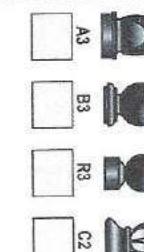


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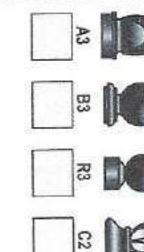


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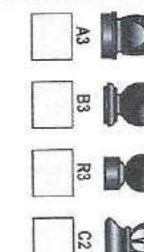


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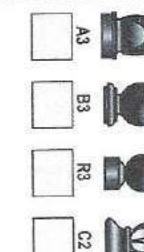


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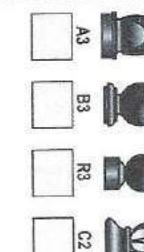


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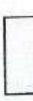
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BRACKET

MANOR COLLECTION

SINGLE



DOUBLE



2815

US
MAIL

US
MAIL

2815

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1234567890
FONT: CG CALIFORNIA BOLD
COLOR: GOLD

2" NUMBERS
ON MAILBOX

ON BRACKETS

(see BRACKET section)

REFLECTIVE VINYL

(see BRACKET section)



STAMPED- RED

STAMPED- GOLD

A3

B3

R3

C2



FLAG



21568

21570

1259

1261

2" NUMBERS

DB12

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DB29</

TIMBERWOOD LANDING HOMEOWNERS ASSOCIATION

ARCHITECTURAL REVIEW BOARD APPROVAL PROCESS

It is important that each homeowner read carefully the Declaration of Covenants, Conditions, and Restrictions provided at closing before submitting any request for approval of improvements.

The following is provided to assist you in submitting your request for approval to the Architectural Review Board for improvements you wish to make on your property. Upon receipt of all necessary information (stated below), your request will be processed in the order it was received.

1. On a copy of your ****Final Boundary Survey** provided at closing, outline the exact location of such request, including the exact dimensions, type of materials and any other pertinent information. If building an addition or screen enclosure, please include a picture or drawing showing elevations of structure.
2. Include on the form, your name, complete address, and subdivision you live in, lot number and daytime phone number.
3. Mail your request and a check or money order payable to Property Management Systems, Inc. in the amount of **\$35.00** to: **PMSI**
P. O. Box 1987
Yulee, FL 32041-1987
4. All approvals or disapprovals from the Architectural Review Board will be in writing and will be returned through the U.S. Postal Service
5. The Architectural Review Board is allowed **Thirty (30) days** to process and approve or disapprove such requests as outlined in the Declaration of Covenants, Conditions and Restrictions for each development.

****NOTE:**

The request will not be processed without including your Boundary Survey & \$35.00 Processing Fee.

REQUEST FOR ARCHITECTURAL REVIEW

Please attach a **COPY OF FINAL BOUNDARY SURVEY** showing location of improvement in relation to other structures and Lot lines marked on it.

NOTE: Requests will not be processed without the above and faxes will not be accepted.

Date Submitted: _____ Daytime Phone #: _____

Community Name: *Timberwood Landing HOA* Lot #: _____

Owner's Name: _____

Complete Address: _____

PROPERTY IMPROVEMENT REQUEST

(Please include complete description, dimensions, drawings or pictures, materials being used, colors, etc.)

NOTE: Any permits required by government agencies (**FEDERAL, STATE OR LOCAL**) are still required and are homeowner's responsibility to obtain.