

This Instrument Prepared By:
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FN: 4-00-053

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SPANISH OAKS**

THIS DECLARATION is made on May 29, 2002, by SJG, Inc.,
a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described below located
in St. Johns County, Florida; and

WHEREAS, such real property is not subject to any covenants or restrictions of
record; and

WHEREAS, Declarant desires to place covenants and restrictions of record on such
real property; and

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

**A PART OF GOVERNMENT LOT 4, SECTION 34, TOWNSHIP 7
SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA,
BEING MORE FULLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT THE SOUTHWEST CORNER OF WOODLAND
ESTATES UNIT TWO AS RECORDED IN MAP BOOK 14, PAGES
66 AND 67, PUBLIC RECORDS OF ST. JOHNS COUNTY,
FLORIDA; THENCE NORTH 00 DEGREES 48 MINUTES 16**

SECONDS EAST, ON THE WEST LINE OF SAID WOODLAND ESTATES UNIT TWO, 170.00 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE NORTH 07 DEGREES 58 MINUTES 40 SECONDS WEST, 611.09 FEET; THENCE CONTINUING NORTH 07 DEGREES 58 MINUTES 40 SECONDS WEST, ON THE WEST LINE OF WOODLAND ESTATES AS RECORDED IN MAP BOOK 12, PAGES 98 AND 99, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, 135.00 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 40 SECONDS WEST, 42.60 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 20 SECONDS EAST, 60.00 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 40 SECONDS WEST, 154.00 FEET; THENCE NORTH 02 DEGREES 56 MINUTES 20 SECONDS EAST, 220.00 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 40 SECONDS WEST, ON THE SOUTH RIGHT-OF-WAY LINE OF SIXTEENTH STREET, A 100 FOOT WIDTH RIGHT-OF-WAY, 129.09 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 00 SECONDS WEST, ON THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1,199.31 FEET; THENCE SOUTH 89 DEGREES 11 MINUTES 44 SECONDS EAST, ON THE NORTH LINE OF A 40 FOOT WIDTH DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 104, PAGE 188, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, 407.83 FEET, TO THE POINT OF BEGINNING; CONTAINING 8.86 ACRES, MORE OR LESS.

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.

ARTICLE I 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.

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

1.3 "Board of Directors" 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.

1.5 "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.

1.6 "Common Area" shall mean and refer to those tracts or parcels of land and personal property conveyed to or owned by the Association for the common use and enjoyment of the Owners and their guests and invitees and all improvements constructed on such lands, including without limitation the Common Roads, all improvements within the right-of-way of the Common Roads (including without limitation the security gate described in Section 2.4), and all easements dedicated or conveyed to the Association, including drainage easements. All Common Area is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.7 "Common Roads" shall mean and refer to Spanish Oaks Lane, depicted on the plat of the Property, which provides ingress and egress to a Lots 1 thru 17, as shown on the plat of the Property. The Common Roads shall be considered Common Area of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Area shall include the Common Roads.

1.8 "Declarant" shall mean and refer to SIG, Inc., its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.9 "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Spanish Oaks Subdivision.

1.10 "Lot" shall mean and refer to any lot together with the improvements thereon, shown on the recorded subdivision plat referred to herein and any subsequently recorded subdivision plat of any additional contiguous land made subject to this Declaration.

1.11 "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.

1.12 "Property" shall mean and refer to that certain real Property described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

1.13 "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.

ARTICLE II

PROPERTY RIGHTS

2.1 **Owners' Common Property Easements.** Subject to the provisions of the Declaration, the 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 which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

2.1.1 The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Area.

2.1.2 The right of the Association to suspend the rights of an Owner or an Owner's tenants, guests or invitees to use the Common Area for a violation of this Declaration or of Chapter 617, Florida Statutes, provided that the Owner or tenant shall have vehicular and pedestrian ingress and egress to and from his Lot and the right to park.

2.1.3 The right of the Board of Directors, 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.

2.1.4 The right of the Association to sell, convey or transfer the Common Area or any portion thereof to any third party other than those described in 2.1.3 for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

2.1.5 The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Area.

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

2.1.7 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 a majority vote of the Association.

2.1.8 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 617, as provided in Section 617.305, Florida Statutes (1997), as amended from time to time.

2.2 **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.

2.3 **Conveyance of Common Area.** The Declarant may dedicate or convey the Common Area (other than the Common Roads) to the Association at such time as all the planned improvements, if any, are complete or, in the event the Common Area is unimproved, at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such dedication or conveyance shall be subject to easements and restrictions of record, including all those shown on the plat of the Property, free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Area which are not adverse to the Owners.

2.4 Owner's Common Road Easements. It is specifically acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television in the road right of way and right to grant further easements over the Common Roads. Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the Property and such other persons as the Declarant or the Association shall designate are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads. It is hereby acknowledged that the Declarant shall have an easement over the Common Roads for the purpose of ingress and egress. It is understood that the Common Roads shall be subjected to construction traffic during the development of the Property, and that Declarant shall not be obligated to repair the Common Roads prior to their conveyance to the Association.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property, provided that the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or mortgaged in favor of such Mortgagee. The Declarant and the Association shall have the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads and the right, but not obligation, from time to time, to control and regulate all types of traffic on the Common Roads. The Declarant shall, at Declarant's expense, install an electronic security gate and related improvements at the main entrance to the subdivision no later than June 1, 2003. Declarant shall have sole discretion as to the selection, features, design, appearance, and location of the security gate and related improvements. The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts" and three wheeled vehicles), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance of the residents. The Declarant the Association shall also have the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads and remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no owner or his Mortgagee is denied reasonable access

from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall terminate and the Association shall reconvey the Common Road to the Declarant at the Declarant's request.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No buildings or accessory structures, fences, mailboxes, walls, driveways, swimming pools, barbecue pits, landscaping, exterior lighting, or improvements other than those erected by Declarant shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced or any exterior addition or modification be made to an existing structure until all construction, 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 Architectural Control Committee (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 completed within a period of six (6) months from date construction is begun or such longer time as may be approved by the Committee in its sole discretion.

The initial Committee shall be composed of such agent or agents as may be appointed by the Declarant in its sole discretion. At such time as the Declarant ceases to be a Class B member of the Association, the members of the Committee shall be appointed by the Board of Directors of the Association.

3.2 The Committee shall have the following powers and duties:

3.2.1 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, all as the Committee may consider necessary or appropriate.

3.2.2 To require submission to the Committee of two (2) or more complete sets of preliminary and final plans and specifications for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building

additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or the Property. 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.

3.2.3 To approve or disapprove any Proposed Improvement or 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 Declarant is a Class B member determination by the Committee shall be final. Subsequent to the transfer of control of the Committee by the Declarant, 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.

3.2.4 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 Article 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.

3.2.5 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.

3.3 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, Declarant 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.

3.4 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.

ARTICLE IV

USE RESTRICTIONS

4.1 No Lot shall be used for any purpose except for residential. 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 two thousand five hundred (2,500) square feet of heated and cooled living area for a one (1) story dwelling or less than one thousand seven hundred fifty (1,750) square feet of heated and cooled ground floor area for a dwelling of more than one (1) story shall be constructed on any Lot. All residences must have an attached enclosed garage with space for at least two (2) automobiles. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum two thousand five hundred (2,500) square feet of living area 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.

4.2 No part of any structure, including the garage, shall be constructed on any Lot within twenty-five feet (25') of the front property line, twenty-five feet (25') of the rear property line and ten feet (10') of any side property line. However, reductions of the front and rear setbacks by five feet (5') may be allowed for preservation of trees only. All setbacks shall be measured from the wall of the structure to the property line. 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 three feet (3') from all property lines.

4.3 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 Article III hereof.

4.4 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 ten (10) hours.

4.5 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.

4.6 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance per se and a violation of Restriction 4.9 hereof.

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

4.8 Subject to the provisions of 4.2, no Lot or Lots shall be resubdivided.

4.9 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.

4.10 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.

4.11 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 and not visible from the street within twelve (12) hours

after scheduled pick-up by local waste removal service. No mining or excavating operations of any kind shall be permitted upon or in any Lot. 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

4.12 No 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.

4.13 In the event any Owner fails to maintain his Lot in the manner required by 4.11 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner or in a neat and clean appearance, the Committee or the Board of Directors may, 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. Such expense shall be deemed a special assessment against the Owner of the Lot and may be collected by the Association in the manner specified in Article VII hereof.

4.14 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 Article III. No television or radio antennae shall be permitted.

4.15 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.

4.16 The Committee may require any Owner who violates 4.15 above 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 paragraph 7.1 hereof.

4.17 No window or through the wall HVAC units may be placed in any window of or through a wall of a residence.

4.18 All mailboxes shall be designed and constructed in accordance with specifications promulgated by the Committee.

4.19 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 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.

4.20 All sewage shall be disposed of through a central system owned and operated by St. Johns County.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

5.1 Every Owner of a Lot, including Declarant, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.1 Class "A" members shall be all Owners except the Declarant. 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.

5.2.2 Class "B" members shall be the Declarant, who shall be entitled to six (6) 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:

- a.** Three (3) months after ninety percent (90%) of all Lots in all phases of the Property that will ultimately be operated by the Association have been conveyed to members other than Declarant. (For purposes of this section, the term "members other than Declarant" shall not include builders, contractors, or others who purchase a Lot

for the purpose of constructing improvements thereon for sale); or

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

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

Notwithstanding the foregoing, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

6.1 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.

6.2 The Association shall hold and own the Common Area and 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 By-Laws.

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.

6.3 The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System ("the 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 Declarant 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.

6.4 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.

6.5 The Association shall manage and maintain the Common Area, including without limitation those parcels dedicated to the Association on the plat of the Property, any mitigation and jurisdictional wetlands shown as a separate tract on any plat of the Property, the Surface Water or Stormwater Management System, the Common Roads, and all improvements located within the right-of-way of the Common Roads or on Common Area, including without limitation the security gate described in Section 2.4.

6.6 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.

6.7 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.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

7.1 The Declarant 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.

7.2 The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively:

7.2.1 to promote the health, safety, welfare, and recreation of Owners of Lots in the Property;

7.2.2 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 retention areas, drainage structures and drainage easements.;

7.2.3 for the administration and expenses of the Association;

7.2.4 for the establishment of a maintenance, repair and reserve account for Common Area;

7.2.5 for the installation and maintenance of street lighting and signage;

7.2.6 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 By-Laws.

7.3 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 a majority 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.

7.4 The annual assessments authorized herein shall commence upon substantial completion of the roads and utilities serving a Lot. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty

(30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner.

7.5 Notwithstanding any provision to the contrary herein, while Declarant 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 that exceed the assessments receivable from other members and other income of the Association. The Declarant, in its sole discretion, may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation under this paragraph.

7.6 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.

7.7 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. 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 may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record 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. 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.

7.8 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.

7.9 Notwithstanding any other provision of Article VII or this Declaration, the annual assessments and special assessments, if any, paid to the Association by the Owners

of Lots 1 and 2 as shown on the plat of the Property shall not include the cost of constructing, reconstructing, repairing, maintaining and insuring the Common Roads.

ARTICLE VIII

EASEMENTS

8.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company, or cable television company an easement over all easements shown on any plat of the Property; an easement in and to a five foot (5') strip of land located to and along all side and rear lot lines; and an easement in and to a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes, including 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 Declarant 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 Declarant, its successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

8.2 The Association shall have a perpetual non-exclusive easement over 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 St. Johns River Management District or other governmental agency having jurisdiction.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement of these restrictions by the Declarant, 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 proceeding.

9.2 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.

9.3 Invalidity 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.

9.4 Any failure of the Declarant, 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.

9.5 The Declarant reserves and shall have the sole right:

9.5.1 to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

9.5.2 to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determine 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; and

9.5.3 to comply with any requirement of any mortgagee or any governmental agency or similar entity having jurisdiction over the Property.

9.6 In addition to the rights of the Declarant provided for in Section 9.5 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 and, so long as the Declarant holds at least one (1) Lot for sale in the ordinary course of business, with the consent of Declarant, may amend or alter this Declaration or any part thereof.

9.7 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.

9.8 The Declarant reserves and shall have the sole right 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. 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 By-laws in the same manner and to the same extent as the original Lot Owners.

9.9 Notwithstanding any other term or condition contained in this Declaration, the Declarant shall have the right to transact upon the Property any business necessary to effect the sale of Lots including, but not limited to, the right to maintain model homes, have signs, and locate a sales trailer on the Property.

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

9.11 All rights reserved herein to the Declarant shall be fully assignable and transferable.

9.12 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, 2027. 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.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 29th day of May, 2002.

Signed, sealed and delivered in the presence of:

SJG, INC., a Florida corporation

Donna Watkins

Witness: Donna Watkins
(type or print name)

Shanna G. Symon

Witness: Shanna G. Symon
(type or print name)

By: Sanchez Goode

Sanchez Goode
Its Vice President

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me this 24th day of May, 2002, by Sanchez Goode, vice president of SJG, Inc., a Florida corporation, on behalf of the corporation, who (X) is personally known to me or () has produced Florida driver's license number _____ as identification.



Johanna G Seymour
My Commission DD043716
Expires August 17, 2005

Johanna A. Seymour
Notary Public

(Name of Notary Typed/Printed/Stamped)
Commission Number: _____
Commission Expires: _____

COPY

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