

Returned to  
Office  
Prepared By: SCM LLC  
716 Whippoorwill Dr,  
Hoover, AL 35244

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS FOR  
HERONS WALK**

**THIS DECLARATION**, made this 28th day of February 2007, by SCM LLC, an Alabama Limited Liability Corporation, who's mailing address is 716 Whippoorwill Dr, Hoover, Alabama 35244 (hereinafter called "Developer").

**RECITALS**

- A. Developer intends to develop a residential community generally known as Heron's Walk upon the real property (the "Property") located in Duval County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.
- B. Homes within the Property shall be single-family detached dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.
- C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each Owner of a portion of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each Owner of a portion thereof.
- D. Developer desires to reserve the right to subject all or any portion of any real property in the general geographical vicinity of the Property owned by the Developer or an Affiliate (the "Additional Property"), to the covenants, conditions and restrictions contained herein by annexation of additional real property hereto in accordance with the terms hereinafter set forth.

E. To provide for the efficient management of the Property, Developer deems it desirable to create a nonprofit association. The "Association", as hereinafter defined, shall own, operate, maintain and administer all of the common areas and common roads within the Property and administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

### **DECLARATION**

**NOW, THEREFORE**, Developer hereby declares that the Property and such of the Additional Property that is or may be subsequently encompassed by this Declaration as hereinafter set forth, is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer. The previous sentence to the contrary notwithstanding, no part of the Additional Property shall be burdened by this Declaration unless and until such Additional Property is annexed to this Declaration as provided herein.

### **ARTICLE I**

#### **DEFINITIONS**

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

(a) "Affiliate" shall mean and refer to any entity in which the Developer or any of its members or officers, individually or collectively, has a fifty percent or greater ownership interest.

(b) "Annexation" shall mean and refer to the addition of all or any part of the Additional Property, at the option of Developer, to the development community created herein and the subjection of such property to the terms and conditions set forth in this Declaration or such other, further or different terms and conditions as Developer may elect. Annexation shall be accomplished by the recording by Developer of an amendment to this Declaration in the public records of Duval County, Florida, describing the property to be annexed along with a plat or legal description of such property.

(c) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof. The members of the ARB shall be appointed by the "Board of Directors." The ARB shall consist of at least three (3) members.

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

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

The Association Rules and Regulations shall not contradict the terms and conditions of this Declaration, as amended from time to time.

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

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

(h) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association, which is intended for the common use and enjoyment of all of the owners within the Property. The Common Areas may include, without limitation, the Common Roads, the Stormwater Retention System, irrigation systems in the Common Areas, walkways, street lighting, entry features and signage, lakes, ponds and watercourses, access, utility and drainage easements and related facilities.

(i) "Common Roads" shall mean and refer to the roads located within any recorded plat or plats of the Property.

(j) "Developer" shall mean and refer to SCM LLC , a Alabama corporation or such other entity owning all or a portion of the "Property" which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

(k) "Declaration" shall mean and refer to this Declaration of Easements, Covenants, Conditions, Restrictions and Easements for Heron's Walk applicable to the Property.

(l) "Family" shall mean to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the House as or together with the Owner or permitted occupant thereof.

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

(n) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(o) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(p) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. Upon construction of a House, the term "Lot" as used herein shall include the House and Yard.

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

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

(s) "Mortgage" shall mean any bona fide first mortgage encumbering a Lot as security for the performance of an obligation.

(t) "Mortgagee" shall mean and refer to any institutional holder of a Mortgage, such as a bank, savings and loan association, insurance company, or any other lender generally recognized as an institutional type lender.

(u) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such parcel shall be the purchaser under said contract, and not the fee simple title holder. The contract for deed is defined as an agreement whereby the purchaser is required to make periodic payments toward the purchase of a Lot for a period extending beyond nine (9) months from the date of the agreement, and where the purchaser does not receive title to such Lot until all periodic payments are made, but is given the use and possession of the Lot prior to such acquisition of title.

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

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

(x) "Stormwater Retention System" shall mean lakes, lake underdrain systems, lake control structures, underground drainage pipes and other drainage structures which are designed to accept and detain stormwater from the Property and constructed on the Property pursuant to and in a manner consistent with the St. Johns River Water Management District Permit

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

## ARTICLE II

### OWNERSHIP AND MEMBERSHIP

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

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

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

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

(b) Class B. Class B Members shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease upon the occurrence of the earlier of the following events ("Turnover"):

(i) Three months after ninety percent (85%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members;

(ii) Such earlier date as Developer, in its sole discretion, may determine in writing, but in no event later than 10 years after recording this Declaration.

**Section 4.** All votes shall be exercised or cast in the manner provided by this Declaration and the Bylaws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board of Directors of the Association. For the purposes of this Article 11, builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Developer owns at least five percent (5%) of the Lots within the Property, the Developer may appoint the minority of the Board of Directors of the Association or not less than one (1) director. After Turnover, the Developer will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

## **ARTICLE 11**

### **OWNER'S RIGHTS**

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

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



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

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

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

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

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

(g) The right of the St. Johns River Water Management District to enforce rules and regulations with regard to the Stormwater Retention System.

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

**Section 3.** In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his Guests,

tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner does hereby authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

**Section 4.** Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer shall reserve the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping or creation of new easements or modifications of pre-existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay assessments, as provided herein, shall commence when the Lot owned by the Owner has been substantially developed, notwithstanding that the Common Areas have not then been conveyed to the Association. For purposes hereof, a Lot shall be deemed "substantially developed" when all roads necessary to provide access to that particular Lot have been constructed, and utilities for use by the Owner of the particular Lot are in place and ready for connection.

**Section 5.** No Lot upon which a House has been constructed shall be further subdivided or separated into smaller lots by any Owner; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Developer shall have the right to modify

subdivision plats of the Property if all Owners to whom Lots from such plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

#### **ARTICLE IV**

#### **ASSOCIATION**

**Section 1.** The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Articles of Incorporation and the Association's Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association shall take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to enforce the covenants, conditions, restrictions and limitations set forth in this Declaration; operate, maintain and administer all Common Areas, Common Roads and the Stormwater Retention System within the Property in accordance with all applicable governmental rules, regulations and permits, including, without limitation, all permits and rules and regulations issued by the St. Johns River Water Management District; administer and enforce the easements provided for in this Declaration; and collect and disburse the assessments created in this Declaration.

**Section 2.** It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment. If construction of a House on any Lot has not begun within three (3) years after conveyance of that Lot by Developer, the Association may install an irrigation system, plant grass and maintain the Lot to provide a finished appearance. The costs of these services shall be a Lot Assessment.

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

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

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

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

**Section 1.** All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and

shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each subsequent Owner. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association the charges established or described in this Article and in the Association Articles of Incorporation and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

**Section 2.** Each Lot within the Property is subject to a one-time "Working Capital Contribution" assessment by the Association in the amount of Five Hundred Dollars (\$500.00); which may be used for additional capital improvements or services which were not included in the Developer's original budget categories for the development of the Property and may be used by the Developer to fund the operating deficit. Such Working Capital Contribution shall be due upon the conveyance of any Lot from the Developer to an Owner.

**Section 3.** Each Lot within the Property is subject to an Annual General Assessment by the Association for the improvement, maintenance and operation of the Property, including the management and administration of the Association and the furnishing of services as set forth in this Declaration. Such General Assessments must be allocated equally on a per lot basis. As further described in this Article, the Board of Directors of the Association by a majority vote shall set the Annual General Assessments at a level sufficient to meet the Association's obligations. The Association Board of Directors shall have the right, power and authority, during

any fiscal year, to increase the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Association Board of Directors shall set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Association Board of Directors and be declared due and payable in full.

**Section 4.**

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

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

**Section 5.** In addition to the Assessments authorized above, the Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

**Section 6.** The Annual General Assessments provided for herein shall commence when the Property has been substantially developed. The initial Assessment on any Lot subject to assessment shall be collected on the first day of the month following the month in which the Lot is deemed substantially developed by the Developer or at the time title to such Lot is conveyed to an Owner, whichever is latest to occur. During the initial year of ownership, each Owner shall be responsible for the prorata share of the General or Special Assessments charged to that Owner's lot, prorated to the date of closing based upon a thirty-day month.

**Section 7.**

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

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

(c) Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid by all methods available for the

enforcement of such liens, including foreclosures, by an action brought in the name of the Association, in a like manner as the mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the charges provided for herein by abandonment of his Lot.

(d) The lien of the charges provided for herein shall be inferior and subordinate to the lien of a Mortgage held by a Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such Mortgage lien is recorded prior to any claim of lien filed by the Association. Sale or transfer of any Lot shall not affect the charges lien; however, the sale or transfer of any parcel pursuant to foreclosure of such Mortgage, including a transfer by a deed in lieu of foreclosure, shall extinguish the lien of such charges as to payments which became due prior to such sale or transfer.

**Section 8.** The Treasurer of the Association, upon demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

**Section 9.** Budget.

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

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

(c) Pursuant to the Association Articles of Incorporation and Association's Bylaws, the Association Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be



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

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

**Section 10.** During the "Development Period" (as hereinafter defined), the Lots and other portions of the Property owned by Developer shall not be subject to any Assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than Developer pursuant to assessments levied by the Board pursuant to this Declaration. Developer shall be obligated to fund such balance only as the expenses are

actually incurred by the Association during the Development Period. The "Development Period" shall be defined as the period of time beginning upon the conveyance of the first Lot in the Property to an Owner other than Developer and continuing until Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of Developer's agreement to pay operating deficits, Developer shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall Developer be obligated to pay for operating deficits of the Association after Developer no longer owns any Lots within the Property. The Developer may assign this exemption right to any entity that acquires two or more Lots for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

**Section 11.** In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

## ARTICLE VI

### **ARCHITECTURAL CONTROL**

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

**Section 2.** The Board of Directors shall establish the Architectural Review Board (the "ARB"), which shall consist of at least three (3) members who may or may not be members of the Board of Directors, provided that prior to the termination of Developer's right to appoint and

remove officers and directors of the Association, Developer reserves the right to appoint a majority of the members of the ARB, which appointees do not have to be Owners. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Board of Directors at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove ARB members which Developer has appointed. The ARB shall meet at least monthly at such places as may be designated by the Chairman of the ARB. A majority of the members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and or attorneys in order to advise and assist the ARB in performing its functions as set forth herein.

**Section 3.** No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the ARB. Modifications subject to ARB approval specifically include, but are not limited to, painting or other alteration of a House (including doors, windows and roof); installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools or other pools; construction of privacy fences; construction of boat docks and davits; additions of awnings, shutters, gates, flower boxes, shelves, statues or other outdoor ornamentation; installation of patterned or brightly colored internal window treatments; any alteration of the landscaping or topography of the Lot, including

without limitation any cutting or removal of trees in excess of eight (8) inches in diameter at a height of four feet (4'); planting or removal of plants; creation or alteration of lakes, marshes, hammocks, lagoons or similar features of the Property; and all other modification, alterations or improvements visible from Common Areas, Common Roads or other Lots. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

**Section 4.**

(a) All roofs shall use thirty-year (30) shingles, tile, or unless otherwise approved by the ARB

(b) The plans to be submitted to the ARB for approval shall include, but not limited to all items listed in Exhibit B attached to this document. Exhibit B is can be modified anytime by the board as they see fit. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved."

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the improvements on the appearance from surrounding areas, and all other factors, including purely esthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. In connection with approval rights and to prevent excessive drainage or surface water run-off, the ARB shall have the right to establish a maximum percentage of a Lot which may be covered by dwellings, buildings, structures or other improvements, which

standards shall be promulgated on the basis of topography, percolation rate of the soil, soil types and conditions, vegetation cover and other environmental factors. Following approval of any plans and specifications by the ARB, representatives of the ARB shall have the right during reasonable hours to enter upon and inspect any Lot and House, or other improvements, with respect to its construction as underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the *ARB* shall determine that such plans and specifications have not been approved or are not being complied with, the *ARB* in the name of the Association, or any Owner, shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications.

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

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months, or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within nine (9) months from commencement unless the ARB allows an extension of time.

(f) The ARB shall establish and collect a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof. The ARB or Board of Directors shall have the right to increase the amount of this fee from time to time.

**Section 5.** Any Owner may appeal an adverse decision of the ARB to the Board of Directors, who may reverse or modify the decision of the ARB by a majority vote of the Directors. Furthermore, if a House or other improvement has been or is about to be erected on any Lot in such manner as to constitute a minor violation of, or minor variance from, the provisions of this Declaration, the Developer or the Association shall have the right to waive or approve the minor variance or minor violation. The Developer, or the Association, as the case may be, shall have the right in its sole discretion to determine whether a violation or variance is minor.

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

## ARTICLE VII

## **USE OF PROPERTY**

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

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

(b) No House or other structures shall be constructed on a Lot which has a height exceeding 35 feet above the elevation of the finished surface of the first floor of such dwelling. All Houses constructed on Lots shall have a minimum of 2000 square feet of heated and air conditioned living space.

(c) Each House shall be located on the Lot in the following manner:

- (i) not nearer than twenty-five feet (25) from the front Lot line;
- (ii) not nearer than ten feet (10) from the rear Lot line or river bulkhead;
- (iii) not nearer than ten feet (10) to any side Lot line; and

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

(e) Each Lot not owned by Developer shall be used, improved and devoted exclusively to residential use by one Family. The previous sentence to the contrary

notwithstanding, an Owner shall be entitled to maintain an office in his House for personal use only provided (i) the House is the primary residence of the Owner, (ii) such office is not open to customers, clients or members of the general public and (iii) the Owner complies with all laws, rules and regulations regarding such a use. Nothing herein shall be deemed to prevent the Owner from leasing his Lot for a term of not less than six (6) consecutive months, subject to the provisions of the Association Articles, Bylaws and rules and regulations and this Declaration, as they may be amended from time to time provided, however, that all prospective tenants must first be approved by the Board of Directors or such review committee as the Board may designate. The Board of Directors may evict tenants upon reasonable notice for a major violation, or repeated minor violations, of the provisions of the Association Articles, Bylaws and rules and regulations or this Declaration.

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

(g) No Owner shall be entitled to use water from any of the lakes or other water retention areas comprising a part of the Stormwater Retention System for irrigation purposes without the Developer's prior written consent, which consent may be withheld in the Developer's sole and absolute discretion.

(h) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have



the obligation to maintain and repair such portion of the Property. No waste will be committed in the Common Areas.

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

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

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

(1) Except as may be required by legal proceedings, no sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Lot, House, Common Area or Yard or from any window, unless express prior written approval of the size, shape,

content and location has been obtained from the Board of Directors which approval may be withheld in its discretion. Notwithstanding the foregoing, the Developer shall be permitted to post and display advertising signs on the Property and the Association Board of Directors may erect reasonable and appropriate signs on any portion of the Common Areas.

(m) Go carts and mini-bikes and ATV's shall not be allowed on the Common Roads or anywhere within the Property.

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

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

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

(q) No exterior radio or television antenna, satellite dish (larger than in 24 inches in diameter) or other receiver or transmitting device or any similar exterior structure or apparatus may be erected or maintained on any Lot unless adequately screened from view as determined by the ARB.

(r) Air conditioning units shall be shielded and hidden so that they are not readily visible from the Common Areas or adjacent Lots. No window air conditioning units shall be installed in any House.

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

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

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

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

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

(u) Garage doors shall be kept closed except when automobiles are entering or leaving the garage. All vehicles shall be kept inside garages, except that they may be parked temporarily on the driveway.

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

(w) The portions of the House visible from other Lots and the Common Areas, and all yards and entrances, must be kept in an orderly condition so as not to detract from the neat appearance of the Property. The Board of Directors, in its sole discretion, may determine whether or not the visible portions of the Houses and Yards are orderly. The Association may have any objectionable items removed from any Yard so as to restore its orderly appearance, without liability therefor, and charge the Owner for any costs incurred in the process, all as more particularly set forth in Article V, Section 5 hereof.

(x) On all Lots, no healthy trees larger than eight inches (8") in diameter at a height of four feet (4') above ground level may be removed outside of the building zone of ten

feet (10') from the House without the approval of the ARB.

(y) All mailboxes and name signs for such mailboxes must be approved by the ARB.

(z) No watercraft may be used on any body of water on the Property without the prior approval of the Association Board of Directors.

(aa) No fences shall be erected without approval by the ARB. The ARB shall have the right to approve the material used and the location of all such fences, however, no chain link fences of any kind shall be permitted.

(bb) Each Owner shall provide for parking of automobiles off the Common Roads within the Property prior to occupancy of the Houses owned or maintained by such Owner. Subject to the terms of this section, there shall be no outside storage or parking upon any Lot or within any portion of the Common Areas (other than areas provided therefor within the Common Areas, if any) of any mobile home, trailer (either with or without wheels), motor home, tractor, truck, (other than pickup trucks and personal trucks not in excess of three (3) tons), or commercial vehicles of any type, camper, motorized camper or trailer, boat or other watercraft, that exceed twenty (20) feet in length, boat trailers (other than trailers for boats that do not exceed twenty (20) feet in length), motorcycle, motorized bicycle, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

(cc) Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Developer and its agents, employees, successors

and assigns to maintain and to carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement and sale, or the developing of, the Lots and Common Areas, including, without limitation, the installation and operation of sales and construction trailers and offices, signs and model dwellings, provided the location of any construction trailers of any assignees of Developer's rights under this section shall be subject to Developer's approval. The right to maintain and carry on such facilities and activities shall include specifically the right to use Houses as model residences or as offices for the sale of Lots and for related activities. Developer's right of use, as described hereinabove, shall continue even after conveyance of any or all of the Common Areas to the Association.

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

(ee) No discharge of any hazardous or toxic substances including, without limitation, fuel and petrochemicals, paint or primer shall be permitted on the Property.

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

**Section 3.**

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

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

**Section 4.** Employees, agents and workers of the Association shall not be required to attend to any personal matters or business of Owners, nor shall they be permitted to leave the Property on any private business of Owners. The uses and functions of the employees shall be governed by the Board of Directors. In the event personal services are provided to Owners by any of the employees, agents or workers of the Association, the said Association assumes no responsibility or liability in any manner for the quality of such services or work. In addition, the Association shall not be liable for any injury to persons or damage to property resulting from any act or omission by those performing such personal work or services for any Owner.

## ARTICLE VIII

### **UTILITY EASEMENTS AND OTHER EASEMENTS**

#### **Section 1.**

(a) Developer reserves for itself and for the Association and its designees a ten foot (10') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front and rear Lot line for ingress, egress, installation, replacement, repair and maintenance of utility lines and facilities, for drainage, for police powers and for services supplied by either Developer or the Association. By virtue of this easement it shall be expressly

permissible for Developer or the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

(b) Developer hereby reserves for itself and for the Association and its designees a five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each side Lot line for access, ingress, egress and for drainage. By virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain drainage facilities and equipment on the Property, to excavate for such purposes and to affix and maintain pipes under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

**Section 2.**

(a) The Developer creates and reserves for the benefit of itself and all present and subsequent owners, a perpetual nonexclusive easement over, upon and across the Stormwater Retention System for the purpose of drainage of the Property in compliance with the terms and conditions of permit(s) issued by the St. Johns River Water Management District or its successor agency and for maintenance of the Stormwater Retention System.

(b) The Developer hereby reserves unto itself, and its assignees, a perpetual, alienable easement over the lakes and other water retention areas comprising a part of the Stormwater Retention System for the use of the water therein for irrigation purposes. The use of such water shall be subject to the draw down restrictions established by the St. Johns River Water Management District and all other governmental regulations.

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



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

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

**Section 5.** There is hereby reserved to the Association the right, which shall also be its duty and responsibility, to maintain the Common Area in accordance with the Declaration and the Association Articles of Incorporation, Bylaws and rules and regulations.

## ARTICLE IX

### **GENERAL PROVISIONS**

**Section 1.** The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of thirty (30) years after the date that this Declaration is recorded in the Public Records of County, Florida, after which time all of said provisions shall be extended automatically for successive periods of ten (10) years each unless an instrument signed by the President and Secretary of the Association certifying that the Owners holding 75% of the total voting power in the Association have agreed to terminate all of the said provisions as of a specified date shall have been recorded. Unless this Declaration is

terminated in accordance with this section, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

**Section 2.** In the event all or part of the Common Area owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors of the Association shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

**Section 3.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

**Section 4.** In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association, or Developer (as long as it holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

**Section 5.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

**Section 6.** The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforce-ability of the balance of the Declaration which shall remain in full force and effect.

**Section 7.** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 8.**

a) On or before Turnover, the Developer reserves and shall have the right, without the consent or joinder by the Owners:

(i) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein;

(ii) to release any Lot from any part of the covenants and restrictions contained herein which have been violated if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation;

(iii) to amend this Declaration to annex all of any portion of the Additional Property hereto and to amend these covenants and restrictions as to such additional property to add to or alter these restrictions to reflect the unique and different character of each such property. Developer's right to so annex all or any portion of the Additional Property to this Declaration shall expire fifteen (15) years from the date hereof. The annexation of any portion of the Additional Property shall be evidenced by an amendment to this Declaration recorded in the public records of County, Florida describing the property to be annexed and stating that such property is subject to this Declaration.

(b) Subject to the provisions of Article IX, Section 10, Developer specifically reserves the absolute and unconditional right, up until Turnover, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other

generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein or (iv) to subject any additional property owned by the Declarant or an Affiliate to this Declaration.

(c) Subject to the provisions of Article IX, Section 10, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until Turnover so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially altered thereby.

(d) This Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by (i) a majority of all Class A Members of the Association and (ii) the Developer, so long as the Developer is a Class B Member. An amendment so adopted shall be effective upon the recordation in the public records of Duval County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

#### **Section 9.**

(a) This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of all Mortgagees holding liens on eighty percent (80%) or more of the Lots encumbered

by Mortgages. Any such consent requested by Developer of Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Mortgagees.

(b) The provisions of Article IV, Section 1 requiring the Association to maintain and administer the Stormwater Retention System in accordance with all permits and rules and regulations issued by the St. Johns River Water Management District were required by the St. Johns River Water Management District as a condition to the issuance of the permit described in Article I(x) hereof. Accordingly, no amendment or modification of this Declaration regarding the Association's duty or obligation to maintain and administer the Stormwater Retention System shall be adopted without the prior written consent of the St. Johns River Water Management District. This subsection shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the St. Johns River Water Management District.

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

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

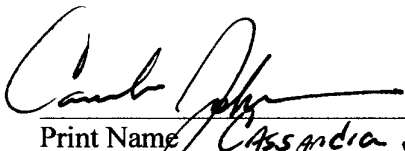
**Section 12.** All rights and privileges herein conferred by the Developer shall be exercisable by such successor in title as is designated by Developer. In addition, all rights and privileges herein contained shall be assignable by Developer.

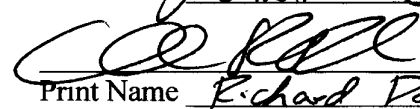
N WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Easements, Covenants, Conditions, Restrictions and Easements for and has caused this Declaration to be executed in its name on the day and year first above written.

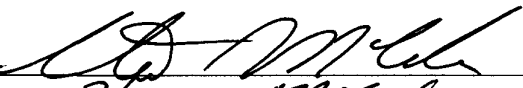
Signed, sealed and delivered  
in the presence of:

"DEVELOPER"

SCM LLC, a Alabama Corporation

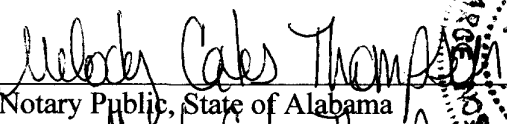
  
Print Name Cassandra Johnson

  
Print Name Richard Dobbs

By:   
Name: Stephen McCabe  
Title: Managing Partner

STATE OF ALABAMA  
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by Nelody Cates Thompson, an Alabama Notary, on behalf of Stephen McCabe (select one) ☐ who is personally known to me or ☒ who as produced Valid AL ID as identification.

  
Notary Public, State of Alabama  
Name: Nelody Cates Thompson

My Commission Expires November 22, 2010

My Commission Number is: \_\_\_\_\_

## Exhibit A

### CAPTION:

A PORTION OF THE WILLIAM HENDRICKS GRANT, SECTION 53, ALSO KNOWN AS SECTION 51, TOWNSHIP 2 NORTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, ALSO BEING THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS VOLUME 10582, PAGE 2113 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF YELLOW BLUFF ROAD (A 60-FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET (U.S. HIGHWAY NO. 1, A 100-FOOT RIGHT-OF-WAY, AS NOW ESTABLISHED); THENCE NORTH 04°48'08" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF MAIN STREET, A DISTANCE OF 1896 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EDGE OF MARSH OF NASSAU RIVER; THENCE SOUTHEASTERLY ALONG SAID EDGE OF MARSH, A DISTANCE OF 3692 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF AFORESAID SECTION 53; THENCE SOUTH 25°12'21" WEST, ALONG LAST SAID LINE, A DISTANCE OF 1116 FEET, MORE OR LESS, TO AN INTERSECTION WITH SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF YELLOW BLUFF ROAD; THENCE NORTH 52°24'05" WEST, ALONG LAST SAID LINE, A DISTANCE OF 1885.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 74.65 ACRES, MORE OR LESS.

## Exhibit B

- Existing site Plan/Survey to include foundation, floor and roof plans and all elevations.
- Tree survey to show all key natural features.
- Landscape/Hardscape plans with full details
- Finishing Boards to show all exterior materials and colors in proportion to their use in the home. This would include roofing material, siding, foundation texture, paint color, stucco, masonry, or any other material used on the exterior of the home. Samples may be requested for pavers, cool decks, or other horizontal details.
- Cut sheets for all exterior lighting fixtures.
- Front entry door detail to include all porches, railings, and columns.
- Any other exterior materials will need to be reviewed and approved as deemed necessary by the ARB.