

RECORD AND RETURN TO:
KEYSTONE TITLE
P.O. BOX 2000
KEYSTONE HEIGHTS, FL 32856

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR BAKERSFIELD

Rec 6248.00
This Declaration of Covenants, Conditions, Restrictions and Easements for Bakersfield, is made on this 2nd day of August, 2006, by Smoak Development One, LLC, a Florida limited liability company ("Declarant").

Statement Of Purpose

A. Declarant is the owner of all the property shown on the subdivision plat for Bakersfield, recorded at Plat Book 49, Pages 30, 31 and 32 of the Public Records of Clay County, Florida.

B. The lots within Bakersfield will be used for single-family dwellings. The easements within Bakersfield will be used by the various utility providers to furnish services to the neighborhood. The common areas and recreation areas will be transferred to a nonprofit Florida corporation formed or to be formed by Declarant, which corporation will own such areas for the benefit of the homeowners in Bakersfield.

NOW THEREFORE, Declarant hereby establishes this Declaration of Covenants, Conditions, Restrictions, and Easements for Bakersfield, which shall constitute real covenants that run with the land and shall be binding on and inure to the benefit of every owner of property within Bakersfield.

Article I
Definitions

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms also may be defined the first time they appear.

1.1 "Articles" means the Articles of Incorporation of the Community Association, filed with the Secretary of State of Florida, as amended from time to time.

1.2 "Assessments" means, collectively, the following charges:

(a) "General Assessment" means the amount charged to each Member to meet the Community Association's annual budgeted expenses.

(b) "Individual Lot Assessment" means an amount charged to a Member's individual Lot for any charges particular to that Lot.

(c) "Special Assessment" means a charge to each Member for capital

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(c) "Special Assessment" means a charge to each Member for capital

improvements or emergency expenses.

1.3 “Board” means the Board of Directors of the Community Association.

1.4 “Bylaws” means the Bylaws of the Community Association.

1.5 “Bakersfield” refers to Bakersfield, the plat of which is recorded at Plat Book 49, Pages 30, 31 and 32 of the Public Records of Clay County, and to any land later made subject to this Declaration, from time to time.

1.6 “Common Property” means those tracts of land that are (i) deeded to the Community Association and designated in the deed as Common Property, or (ii) labeled as a Common Area on the Plat. The term “Common Property” also means any personal property appurtenant to any real property owned by the Community Association or acquired by the Community Association if the personal property is designated as such in the bill of sale or other instrument conveying it. “Common Property” does not mean any area that is (i) dedicated in the plat to the county or municipal government or other party other than the Community Association, or (ii) sold or dedicated by the Community Association.

1.7 “Community Association” means Bakersfield Community Association, Inc., a Florida nonprofit corporation, its successors and assigns, formed or to be formed by Declarant.

1.8 “Declarant” means Smoak Development One, LLC, its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to different parties and, if so assigned, each assignee will be considered “Declarant” as to the specific rights so assigned. Declarant may collaterally assign its rights as Declarant by mortgage or other instrument, and such assignees may elect to either exercise the assigned rights or designate another party to exercise such rights if such assignees succeed to Declarant’s interest in Bakersfield or any portion thereof.

1.9 “Declaration” means this Declaration of Covenants, Conditions, Restrictions, and Easements for Bakersfield and all supplements and amendments to this Declaration.

1.10 “Drainage System” means all drainage rights of way, lakes, ponds, water management tracts, drainage facilities, conservation districts, conservation areas, stormwater management systems, and buffer zones, as shown on the Plat, including without limitation the retention ponds identified on the Plat as Tract “A,” Tract “B,” and Tract “C.” The “Drainage System” also means a system that is designed and constructed or implemented to control discharges necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use, or reuse water; or (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, or otherwise affect the quantity and quality of discharges from the system as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42 of the Florida Administrative Code.

1.11 “Lot” means any lot shown on a Plat along with any improvements constructed on the Lot.

1.12 “Member” means a member of the Community Association. Each Owner is also a Member. There are two classes of Members.

1.13 “Mortgagee” means any institutional lender that holds a bona fide mortgage encumbering a Lot. The term “institutional lender” specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

1.14 “Owner” means the record owner, whether that be one or more persons or entities, of (i) the fee simple title to any Lot, or (ii) a life estate in any Lot. “Owner” does not mean a Mortgagee.

1.15 “Plat” means the plat of Bakersfield and the plats of any additional land annexed to and made part of Bakersfield, from time to time.

1.16 “Public Records” means and refers to the Official Public Records of Clay County, Florida.

1.17 “Rules” means the rules governing the use of the Common Property originally enacted by Declarant and revised from time to time by the Community Association. The procedures regarding the Rules are set forth in Paragraph 5.6.

Article II

Property Subject To This Declaration

This Article describes the real property of which Bakersfield will initially be comprised, and provides the method by which additional property may be added.

2.1 Initial Property. The property initially subject to this Declaration consists of the property shown on the plat of Bakersfield.

2.2 Annexation of Additional Property.

(a) Parties Authorized to Annex Property. Additional property may be annexed by the following parties:

(i) By Declarant. Unless waived by recorded instrument, Declarant will have the right, but not the obligation, from time to time in its sole discretion, to annex any property to Bakersfield, if such property is adjacent to or abuts any property shown on the Plat. In determining whether the property to be annexed is adjacent to or abuts the property shown on the Plat, Declarant