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O. P. BRANCH

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Page: 1102
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File# 200405446
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$114.00

Declaration of Covenants, Conditions,
Restrictions and Easements
For
Boxxwood

THIS DECLARATION is made on this 16 day of January, 2004, by **Castle Brook Development, Inc.**, whose mailing address is **108 Industrial Loop N., Orange Park, Florida 32073**, hereinafter referred to as "Developer").

RECITALS:

A. Developer is the owner of all that certain real property ("the Property") located in Clay County, Florida, and more particularly described as and shown on plat of Boxxwood recorded in Plat Book 42, Pages 68, 69 and 70, inclusive, of the public records of Clay County, Florida.

B. It is the intention and desire of Developer to develop the Property as a residential community. 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 desired to maintain the beauty of the Property, and to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer 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. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the common areas 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 covenants, conditions, restrictions and easements and rules set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property 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 title to the Property and be binding upon all parties having any right,

Ref: Thomas Santoro
1700 Wells Rd #5 ✓
O.P. Fl 32073

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title or interest in the Property or any part hereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I **DEFINITIONS**

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

- (a) "Boxxwood" shall mean the plat of record in Plat Book 42, pages 68, 69 and 70, inclusive, of the public records of Clay County, Florida.
- (b) "Association" shall mean and refer to Boxxwood Homeowners 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; 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").
- (c) "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.
- (d) "Architectural Review Board" (ARB) shall consist of three (3) individuals as more specifically provided herein.
- (e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (f) "Charges" shall mean and include all General, Special and Lot Assessments.
- (g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned or required to be maintained by the Association which is intended for the common use and enjoyment of all of the owners within the Property. The Common Areas will include the lakes (Tracts A and B per Plat) now existing on the Property (which shall be maintained in accordance with and subject to the provisions of Articles VIII and IX of this Declaration); (ii) Mail Kiosk and Gazebo (Tract C per Plat) and the easement described hereinafter including but not limited to an easement for the construction, reconstruction and maintenance of the fencing, walls, berms, landscaping, irrigation and signs which may be

constructed by Developer. Developer may erect perimeter fencing, berms, and landscaping along Knight Boxx Road and Oakfield Drive and along such other boundaries of the Property as deemed necessary by Developer and a sign or signs at the entry to the Property (hereinafter referred to as the "Entrance"). The Association shall have a five (5) foot easement surrounding the Entrance to maintain it in good condition and shall include in the annual assessments a reasonable reserve for the repair and replacement of the Entrance. No Owner shall remove, damage or alter any part of the Entrance without the approval of the ARB.

- (h) "Developer" shall mean and refer to Castle Brook Development, Inc., or such other entity 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.
- (i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.
- (j) "Family" shall mean and refer to a social unit consisting of parent(s) and the children that they rear.
- (k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article VII entitled "Covenants For Maintenance Assessments" and elsewhere in this Declaration.
- (l) "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.
- (m) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.
- (n) "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.
- (o) "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.
- (p) "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 Bylaws.