

**5 MIN. RETURN**

Prepared by and return to:  
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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
CAMBRIDGE AT OAKLEAF PLANTATION**

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**DECLARATION OF COVENANTS, CONDITIONS,  
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FOR  
CAMBRIDGE AT OAKLEAF PLANTATION**

**THIS DECLARATION** is made this 7<sup>th</sup> day of February, 2005, by BEAZER HOMES CORP., a Tennessee corporation, hereinafter referred to as "Developer," who recites and provides:

**RECITALS:**

A. Developer is the owner of certain land located in Clay County, Florida, which it intends to develop as a planned unit community consisting of townhome residences, which community will be commonly referred to as "Cambridge at Oakleaf Plantation", and which land is more fully described in **Exhibit A** attached hereto and made a part hereof (the "Property").

B. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Developer desires to subject the Property to the protective covenants, conditions, restrictions, easements, charges and liens of this Declaration, each and all of which are for the benefit of the Property and of each Owner of a portion thereof.

C. To provide for the efficient management of the Property, Developer deems it desirable to create a not-for-profit corporation with the power and duty of administering and enforcing the protective covenants, conditions, restrictions and easements, charges and liens hereinafter set forth, including, without limitation, the maintenance and administration of the Common Property and the collection and disbursement of the Assessments hereinafter created. To accomplish this objective, Developer has created or will create the Cambridge at Oakleaf Plantation Homeowners Association, Inc., a Florida not-for-profit corporation, whose membership shall include all Owners of all or any part of the Property.

D. The Property will be developed with Residences.

**NOW, THEREFORE**, Developer declares that the Property shall be held, sold, occupied, and conveyed subject to the following covenants, conditions, restrictions, easements, and limitations, which are for the purpose of protecting the value and desirability of the Property, shall run with the title to the Property, and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, legal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof and Developer.

**I. DEFINITIONS**

A. Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

1. "Additional Property" shall mean any property that may be added to the Property by supplemental declaration in accordance with Article XIII hereof, which Additional Property shall then be included within the term "Property."

2. "Annual Assessment" is defined in Article VII.A.

3. "ARB" means the Architectural Review Board of the Association.

4. "Articles" means the Articles of Incorporation for the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit B**.

5. "Assessment" means all types of charges to which a Parcel is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Parcel Assessments.

6. "Assessment Charge" means all Assessments currently owed by each Owner, together with any late fees, interest, and costs of collection (including reasonable attorney's fees) when delinquent.

7. "Association" means Cambridge at Oakleaf Plantation Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns, which is responsible for the management and operation of the Property.

8. "Association Documents" are defined in Article XII.

9. "Board of Directors" means the Board of Directors of the Association.

10. "Building(s)" means the buildings containing Residence(s) located on the Property.

11. "Bylaws" means the Bylaws of the Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as **Exhibit C**.

12. "Common Property" means all of the Property, whether improved or unimproved, together with any Improvements thereon and all personal property, intended for the common use and enjoyment of the Owners and any areas within the Property serving the Property, including without limitation, that certain real property identified as Tracts A through E on the Plat, which the Association is obligated to maintain, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the water within stormwater retention and lake areas, all drainage easements reserved in these Covenants and in the Plat and all portions of the Stormwater Management System and the Common Roads); provided however that the Common Property shall not include any portion of the Parcels except those portions of the Parcels included within the retention and lake areas and the Stormwater Management System. The Common Property to be maintained by the Association may include, but is not limited to, Common Roads, green space, open space, buffer and landscape areas, conservation or preservation areas, vehicular limited access gate, mail kiosk, any community monitoring system, any electronic entry system and other similar improvements, provided that the foregoing shall not be deemed a representation that any of the foregoing will be provided. Developer will endeavor to specifically identify (by recorded legal description, signage, physical boundaries, site plans or other means) the Common Property, but such identification shall not be required in order for a portion of the Property to be deemed Common Property hereunder.

13. "Common Roads" mean the roads depicted on the Plat, including without limitation, Pavilion Way, Sunstone Court and Ivory Crossing, which provide ingress or egress to a Parcel or Residence or any portion of the Property. The Common Roads shall be conveyed to the Association and shall be maintained by the Association commencing at such time as they are completed. Unless specifically set forth to the contrary, references to Common Property shall include Common Roads.

14. "County" means Clay County, Florida.

15. "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Easements, as it may hereafter be amended and supplemented from time to time.