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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
COVENTRY TOWNHOMES AT OAKLEAF PLANTATION**

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THIS DECLARATION is made this 28<sup>th</sup> day of January, 2010 by Lennar Homes, LLC, a Florida limited liability company, 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 townhomes and related common properties, and which land is more fully described in "Exhibit A" attached hereto and made part hereof ("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 each Owner of a portion thereof.

C. To provide for the efficient management of the Property, Developer deems it desirable to create a non-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, and to this end, Developer has created or will create the Coventry Townhomes 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.

**DECLARATION**

NOW, THEREFORE, Developer declares that the Property shall be held, sold, occupied, used 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 the Developer.

**I. DEFINITIONS**

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

1. "Annual Assessment" is defined in Article VII.A.
2. "ARB" means the Architectural Review Board of the Association.
3. "Articles" means the Articles of Incorporation for the Townhome Association, as amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit B.
4. "Assessment" means all types of charges to which a Lot is subject, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments and Lot Assessments.

5. "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.
6. "Board of Directors" or "Board" means the Board of Directors of the Townhome Association.
7. "Building(s)" means the buildings containing Residence(s) located on the Property.
8. "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.
9. "Common Property" means all of the Property excluding the Lots, 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 as a whole. The Condominium Association is obligated to maintain the Common Property and the Townhome Association shall pay its pro rata share for such maintenance pursuant to the terms and conditions of the Cost Sharing Agreement. In the event that the Condominium Association does not maintain the Common Property in accordance with the Cost Sharing Agreement or the Cost Sharing Agreement terminates, then the Townhome Association shall automatically be obligated to maintain the Common Property, notwithstanding that it may not own the underlying fee simple title to such areas (including, without limitation, the Common Roads). The Common Property does not include the Stormwater Management System. The Common Property may include, but is not limited to, Common Roads, green space, open space, buffer and landscape areas, conservation or preservation areas, walking paths, entranceways and entrance features/walls, signage and other similar improvements located on or within the Property, 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.
10. "Common Roads" mean those portions of the roads depicted on the Plat which are located within the Property. The Common Roads shall be maintained by the Condominium Association and the Townhome Association shall pay its pro rata share for such maintenance pursuant to the terms and conditions of the Cost Sharing Agreement.
11. "Community" means Millstone/Coventry, which is operated by the Community Association and governed by the Community Declaration. The size of the Community may change from time to time as property is added and/or withdrawn by developer of the Community Declaration.
12. "Community Association" means Millstone/Coventry Community Association, Inc., a Florida not-for-profit corporation, its successors and/or assigns.
13. "Community Declaration" means that certain Declaration of Covenants, Restrictions and Easements for Millstone/Coventry Village recorded in Official Records Book 2725, page 344, Public Records of Clay County, as amended from time to time.
14. "Condominium Association" means the Coventry at Oakleaf Plantation Condominium Association, Inc.