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**DECLARATION OF
COVENANTS AND RESTRICTIONS**

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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$42.00

SHAMROCK DEVELOPMENT, INC., called declarant, is the owner in fee simple of certain real property located in Clay County, Florida and known by official plat designation as EAGLE GLEN, a subdivision pursuant to a plat recorded on MARCH 6TH, 1995 in Plat Book No. 27, pages 76, 77, 78 and 79 of the current public records of Clay County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant states that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above described property of any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.



**Article I.
Definitions**

Section 1. "Association" shall mean and refer to EAGLE GLEN HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Common area" shall mean all real property owned by the association of the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows: retention pond.

Section 3. "Declarant" shall mean SHAMROCK DEVELOPMENT, INC., and heirs, successors, and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area (retention pond).

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the association.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the property, and shall include contract seller, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the association as herein provided,

**Article II.
Membership in Association; Voting Rights**

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall all be owners, with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. Class B member shall be declarant, who shall be entitled to exercise sixty-three (63) votes for each lot owned. Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 1999, whichever first occurs.

**Article III.
Assessments**

Section 1. Lien and personal obligation of assessments. Declarant covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common area (retention pond). The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.

(c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.

(e) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.

(f) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

Section 3. Maximum annual assessment.

(a) Until January 1 of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be Twenty-Five and no/100 Dollars (\$25.00) per year for each Lot. As of January 1, 2000, the maximum annual assessment shall be Seventy-Five and no/100 Dollars (\$75.00) per year for each Lot. The entire annual assessment shall be paid in advance in one payment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, at which a quorum is present.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum.

(e) The Association, in determining the common expenses, shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Property and Common Area, if any, and such reserve fund shall be maintained out of regular assessments for common expenses.

Section 4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by two-thirds majority of each class of members.

Section 5. Notice and quorum for action authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than ten (10) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite two-thirds majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the formation of the Association and shall be due on the first day of each month thereafter. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, except that the first annual assessment may be fixed any time prior to the first due date. Written notice of the annual assessment shall be sent to every Owner subject thereto. In the event that the assessment is not paid on or before the 25th day of the month a late penalty in an amount to be determined from time to time by the Board, but not to exceed Five Dollars (\$5.00), shall be due and payable. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid when due shall be delinquent. If the assessment is not paid with thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Property or Common Area, if any, or abandonment of the owner's Lot.

Section 9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Article IV. Property Rights

Section 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

(a) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate the right of enjoyment in and to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for an encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the

common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an owner.

Section 4. Other Easements.

(a) Easements of seven and one-half feet (7-1/2') along all Lot lines for installation and maintenance of utilities and drainage facilities, which are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. Right of Entry. The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

**Article V.
Architectural Control**

Section 1. Architectural Review Committee. The Declarant, and its successors and assigns, or the Board, after formation of the Association, shall point as a standing committee an Architectural Review Committee (the "Committee") composed of three (3) or more persons. Members of the Committee shall serve at the pleasure of the Declarant, its successors and assigns. No member of the Committee shall be entitled to compensation for services performed, but the Declarant may employ independent professional advisors to the Committee. Committee members need not be Owners.

Section 2. Approval Rights. The Committee, its legal representatives, successors and assigns, shall have the exclusive right to approve the site plan, architectural plans, specifications and materials for all buildings, structures, grading, landscaping, and other improvements hereafter to be constructed on any Lot, except those Lots belonging to Declarant, including, but not limited to, buildings, fences, walls, exterior paint color changes, patios, verandas, utility buildings and driveways, regardless of their size or purpose or attachment to any existing residential building. No building, structure, grading, landscaping, fence or other improvement may be erected, placed, performed or remain on any Lot, except those Lots belonging to Declarant, unless and until a set of building plans as defined below, and such other information with respect thereto as the Committee may require, is submitted to and approved in writing by the Committee.

Section 3. Procedures. The Committee shall exercise its right of review and approval in the following manner:

(a) An Owner, or other party who desires to place or construct a building, structure, fence, landscaping or other improvement on a Lot or do any grading thereon, shall submit two (2) complete sets of building plans, as described below, to the Committee.

(b) The building plans must include (i) specifications showing the nature, type, shape, height, size, floor plan and exterior color scheme of the proposed development, (ii) drawings describing the location and orientation of the proposed development on the Lot, its approximate square footage, and its front, side and rear elevations, (iii) a list of construction materials for the proposed development, (iv) plans for any grading and landscaping, (v) the proposed parking layout, (vi) plans for handling trash and garbage, and (vii) a construction schedule for the proposed development. The committee may require the submission of any information that the Committee, in its sole discretion, deems necessary to the formation of an informed judgement of the proposed project.

(c) The Committee shall have the absolute right to refuse to approve any building, fencing, grading or landscaping plans or proposed improvement on any ground or grounds (including purely aesthetic considerations) which the Committee shall, in its sole discretion, deem to be sufficient.

(d) The Committee shall have ten (10) working days after the date on which all plans, specifications and other required information are submitted to approve or disapprove a proposed development, and failure by the Committee to send or personally deliver written notice of approval or disapproval within this time period shall be deemed an approval of the proposed development.

(e) In the event that a development is approved, construction shall start promptly upon the receipt of a written notice of approval and shall be prosecuted to completion with diligence and in strict conformity with the plans and specifications upon which such approval is based.

(f) In the event that a development is disapproved, the written notice of disapproval shall state, with reasonable detail, the reason(s) for disapproval. If, in the sole opinion of the Committee, any defects in the plans and specifications of the proposed project can be satisfactorily cured, the written notice of disapproval shall also contain the Committee's recommendations for remedying the same.

(g) An Owner whose development has been disapproved shall have the right to appeal the decisions of the Committee to the Owners in the following manner: Upon receipt of the notification of disapproval, the aggrieved Owner shall furnish to the other Owners a copy of all materials submitted to the Committee as required by this Article. If the Owner is able to secure the approval of Owners of 51% of the Lots for the proposed development, the Owner shall submit the evidence of such approval to the Committee, who shall then provide to the Owner the written notice of approval of the development as provided in this paragraph. All approvals secured from the Owners as provided in this paragraph shall be in writing, executed by the Owner giving his/her approval, whose signature shall be acknowledged before a notary public.

(h) The Committee or the Declarant shall be entitled by appropriate action to stop any construction of, or change, or alteration in, any building, structure, landscaping or other improvement that is begun without first acquiring approval in accordance with the foregoing provisions, and shall be entitled to require that the premises be restored to its original condition at the expense of the Owner of the Lot and the person undertaking such construction, change, or alteration, or either of them.

**Article VI.
Building Restrictions**

Section 1. All buildings shall be set back a minimum of 20 feet from any street, 7-1/2 feet from all side lot lines, and 20 feet from the rear lot line.

Section 2. Dwellings shall contain a minimum of 1300 square feet of ground floor area, exclusive of garages, porches or screened-in areas.

Section 3. The front elevation of each dwelling shall consist only of brick, stucco, lapsiding, or a combination of same.

**Article VII.
Use Restrictions**

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs and lawn signs of not more than fifteen (15) square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the common area that would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on the owner's lot or the common area that would result in the cancellation of insurance on any residence or an any part of the common area, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No chain link fence shall be erected upon any portion of the Property and any wooden fence shall either be unfinished or have clear sealant applied. No fence shall be erected on any Lot in the area between the building foundation line at the front of the Dwelling Unit (and the extensions of such line to its intersection with the side Lot lines bounding the Lot) and the street in front of the Dwelling Unit. No fence of any kind shall be erected, altered, modified or maintained upon any other portion of the Lot until the composition, materials, design, location and height thereof has been approved in writing by the Association or the Architectural Committee (As defined in "Article V hereof) as to the harmony of composition, materials, color, design and height of any fence to be consistent and harmonious with other fences on the Property, if any. All fences shall comply with the requirements of Article V hereof. The restrictions of this paragraph shall not apply to a Lot owned or leased to Declarant and

used as a real estate sales office, so long as such Lot is used for that purpose.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

Section 10. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

Section 11. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposal of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;

(b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's transferees, or their representatives, such structures as may be reasonable necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or otherwise of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences.

**Article VIII.
Owners' Obligation to Repair**

Each owner shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

**Article IX
Owners' Obligation to Rebuild**

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall

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be undertaken within three (3) months after the damage occurs, and shall be completed within three (3) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

Article X.
General Provisions

Section 1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments. Covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than ninety percent (90%) of each class of members.

Section 4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. The covenants and restrictions of this declarations shall run with and bind the land, and shall inure to the benefit of an be enforceable by the association or any member thereof for a period of thirty (30) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then owners of at least ninety percent (90%) of the subdivision lots.

Executed at Dec 18 2000, on the date first above written.

Signed, sealed and delivered
In the presence of:

Carol Ann Prevatt CAROL ANN PREVATT
Signature Print name
Mary A. Wainwright
Signature Print name
MARY A. WAINWRIGHT

PREVATT
EAGLE GLEN HOMEOWNERS ASSOCIATION
By: [Signature]
Its PRESIDENT

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 18th day of December 2000, by BARRY P. CORRIGAN, the PRESIDENT of the EAGLE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation on behalf of the corporation. He is personally known to me or has produced FOL as identification, and did take an oath.

9625-075-18-252-0
Carol Ann Prevatt
NOTARY PUBLIC - STATE OF FLORIDA

