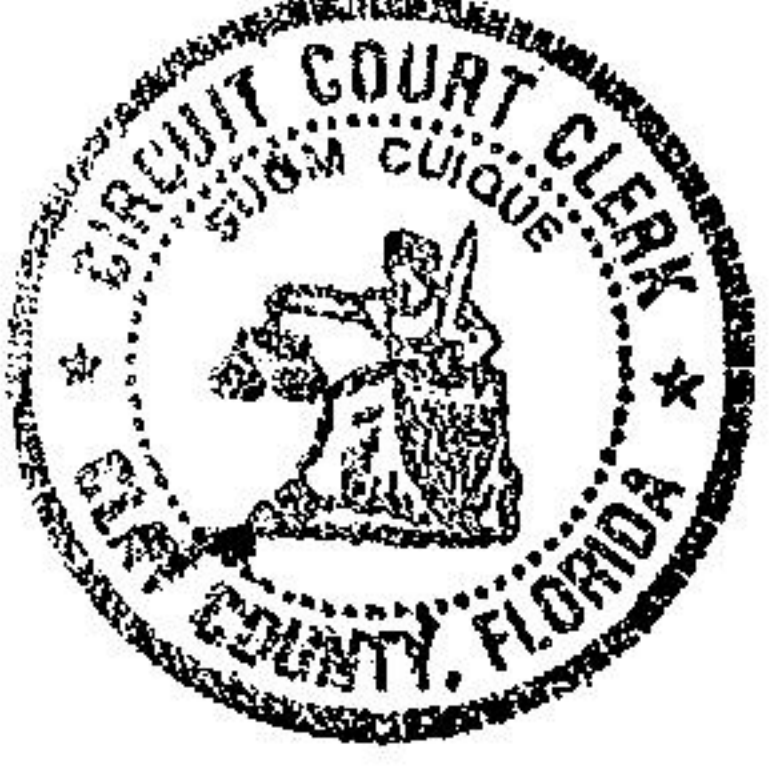


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Prepared by and return to: ✓
First Forty, LLC
Mary Louise Dungey, President
One San Jose Place, Suite 7
Jacksonville, FL 32257



Book: 2067
Page: 1857
Rec: 06/26/2002
03:39 PM
File# 200238417
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$69.00

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
HIDDEN OAKS RANCH

THIS DECLARATION, is made on the date hereinafter set forth by First Forty, LLC, a Florida limited liability company, hereinafter referred to as "Declarant." There are or may be other persons who hold fee simple title or liens against the Properties (as hereinafter defined), who shall not be Declarants, but who shall join the execution of this instrument now or hereinafter to subordinate their rights in the Properties to the force and effect of the terms hereof.

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of all of the Lots described on the Plat of Hidden Oaks Ranch, according to Plat thereof recorded in Plat Book 38, Pages 26-31, of the public records of Clay County, Florida;

NOW, THEREFORE, Declarant hereby states and declares that all of the real Properties described on the Plat of Hidden Oaks Ranch, according to Plat thereof recorded in Plat Book 38, Pages 26-31, of the public records of Clay County, Florida shall be held, sold, conveyed and occupied subject to the following covenants, restrictions, conditions, and easements which easements shall be perpetual in duration unless otherwise provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, said Lots and shall be binding upon all parties having any right, title or interest in said Properties or any part thereof, their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of the Association and each Owner as those terms are hereinafter defined.

ARTICLE I - DEFINITIONS

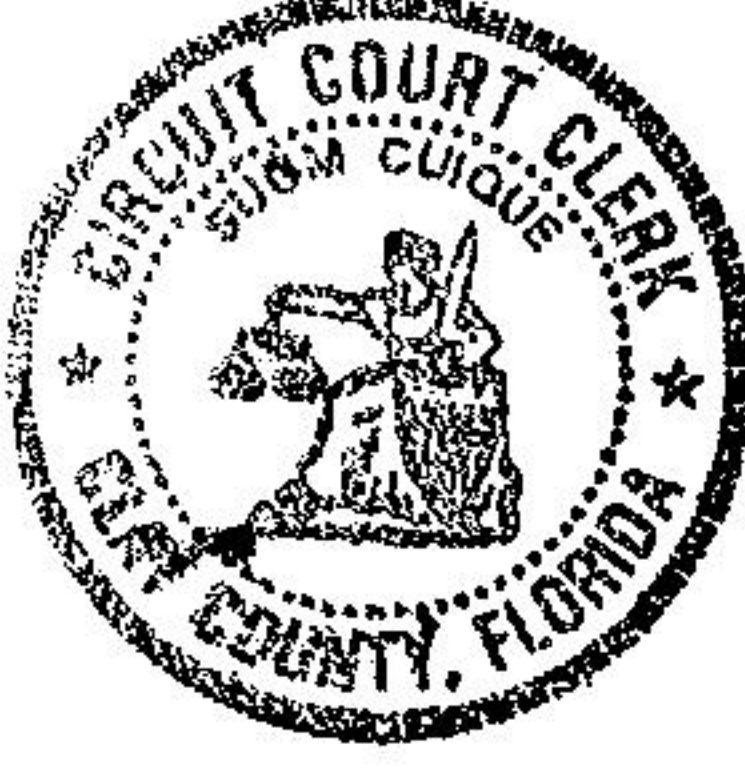
Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of gender shall include all genders. This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

15 220143

- Section 1. Architectural Review Committee. "Architectural Review Committee" is more particularly described in Article IV, Section 1 hereof.
- Section 2. Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association.
- Section 3. Association. "Association" shall mean and refer to Hidden Oaks Ranch Homeowners Association, Inc., a corporation not for profit, organized under the laws of the State of Florida, and its successors and assigns.
- Section 4. Board of Directors. "Board of Directors" shall mean and refer to the Association's Board of Directors.
- Section 5. Builder. "Builder" shall mean and refer to any person or building contractor or construction company engaged in the business of constructing single family residential dwellings on the Properties.
- Section 6. Conservation Buffer. "Conservation Buffer" shall mean a permanent vegetated natural buffer twenty-five feet wide labeled Vegetated Natural Buffer and shown on the Plat.
- Section 7. Conservation Tract. Tract "B" as shown on the Plat.
- Section 8. Declarant. "Declarant" shall mean and refer to First Forty, LLC, a Florida corporation, and its successors and assigns.
- Section 9. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions,

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- Section 9. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions,

Easements and Restrictions.

- Section 10. Drainage Swale. "Drainage Swale " shall mean any Drainage Swale constructed upon any of the Lots and located on the Plat in a drainage easement which Drainage Swale is for the purpose of managing and containing the flow of excess surface water, if any, upon such Lot.
- Section 11. Lake. "Lake" shall mean either of Tracts "A-2" and "A-3", the stormwater management facilities located on the Plat.
- Section 12. Landscaped Area. "Landscaped Area" shall mean and refer to those areas at the entrance to Hidden Oaks Ranch, which contain signage, landscaping and other improvements installed by the Declarant.
- Section 13. Lot. "Lot" shall mean and refer to any Lot shown upon the Plat and all other Lots shown on any future recorded re-plat of the Properties or any other lot created upon any real Property annexed to this Declaration or any part of this Declaration and brought within the jurisdiction of the Association
- Section 14. Occupant. "Occupant" shall mean and refer to the person or persons other than the Owner in possession of a Lot and the residential dwelling thereon.
- Section 15. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Section 16. Plat. "Plat" shall mean and refer to the Plat of Hidden Oaks Ranch, according to the Plat thereof recorded in Plat Book 38, Pages 26-31, of the public records of Clay County, Florida, and any future recorded Plat of the Properties, as hereinafter defined.
- Section 17. Properties. "Properties" shall mean and refer to the Properties described on the Plat and such additional Properties that may hereafter be annexed to this Declaration or any part of this Declaration and brought within the jurisdiction of the Association.
- Section 18. Stormwater Management System. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality or discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

- Section 1. Members. The Declarant, so long as it shall hold title to one Lot, and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership from any Lot.
- Section 2. Voting Rights. The Association shall have two classes of voting membership.
 - Class A. Class A members shall be all Owners of Lots (with the exception of the Declarant until the Class B membership shall cease to exist at which time Declarant shall convert to Class A membership), and such Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. For purposes of membership and voting rights in the Association only, Lots owned by any Builder shall be deemed Lots of the Declarant.
 - Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (a) When the total votes outstanding in the Class A membership

equals or exceeds the total votes outstanding in the Class B membership or (b) On December, 31, 2021.

Section 3. Amplification. The performance of this Declaration may be amplified with the Articles and the Bylaws of the Association: provided, however, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws of the Association, this Declaration shall control.

ARTICLE III
COVENANT FOR MAINTENANCE
ASSESSMENTS AND CAPITAL CONTRIBUTIONS

Section 1. Creation of the Lien; Personal Obligation of Assessments and Capital Contributions. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges
- (2) charges for capital contributions
- (3) special assessments

Such annual and special assessments and capital contributions shall be established and collected as hereinafter provided. The annual and special assessments and capital contributions, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment and charge for capital contribution is made. Each such assessment and charge for capital contribution, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the party who is the Owner of such Properties at the time when the assessment or the charge for capital contribution falls due. In the event there is more than one Owner of any given Lot, all owners of such Lot shall be jointly and severally liable for the entire amount of such assessment and capital contribution. The personal obligation for delinquent assessments and charge for capital contributions shall not pass to a successor in title to the Lot unless expressly assumed by them; however, the continuing lien against any portion of the Properties shall not be extinguished or affected by a conveyance thereof, unless otherwise provided herein.

Section 2. Purpose of Annual Assessments and Charge for Capital Contributions. The annual assessments levied by the Association and charge for capital contributions shall be used to enable the Association.

- (1) to provide for maintenance of the Stormwater Management System including maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District;
- (2) To provide for all expenses of operating the Association, including without limitation, insurance expense, legal and accounting fees, payroll and general office operating expenses and to pay any and all other things necessary or desirable in the judgement of the Board of Directors.
- (3) to own and maintain tracts, parks or parcels dedicated by the Plat;
- (4) to maintain the Landscaped Area, signage, and associated planting and irrigation thereof; and to maintain any other common landscaped areas designated by the Board of Directors.
- (6) to repay funds, together with the interest thereon, borrowed by the Association and used for the purposes referred to herein;
- (7) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion in a line-item budget the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgement of the Board of Directors and expenditure of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or un-invested and may reserve such portion of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the