

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

**5 MIN. RETURN**

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
LONLEAF 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 Longleaf Ranch, according to Plat thereof recorded in Plat Book 47, Pages 22 - 33, 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 Longleaf Ranch, according to Plat thereof recorded in Plat Book 47, Pages 22 - 33, 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 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.

- 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 Longleaf 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. Declarant. "Declarant" shall mean and refer to First Forty, LLC, a Florida corporation, and its successors and assigns.
- Section 7. Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions.
- Section 8. 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.

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- Section 9. Lake. "Lake" shall mean either of Tracts "L-1" and "L-2", the stormwater management facilities located on the Plat.
- Section 10. Landscaped Area. "Landscaped Area" shall mean and refer to those areas at the entrances to Longleaf Ranch, which contain signage, landscaping and other improvements installed by the Declarant.
- Section 11. 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 12. 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 13. 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 14. Permanent Preservation Area. "Permanent Preservation Area" shall mean Tracts C-1, C-2, C-3 and C-4 as shown on the Plat, which areas are dedicated to the Longleaf Ranch Homeowners Association, Inc.
- Section 15. Plat. "Plat" shall mean and refer to the Plat of Longleaf Ranch, according to the Plat thereof recorded in Plat Book , Pages , of the public records of Clay County, Florida, and any future recorded Plat of the Properties, as hereinafter defined.
- Section 16. 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 17. 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.
- Section 18. Street Trees. "Street Trees" shall mean those trees planted in the rights-of-way as part of the Clay County approved landscape plan.
- Section 19. Upland Buffer. "Upland Buffer" shall mean a permanently vegetated natural buffer labeled Upland Buffer on the Plat, which buffer is subject to a conservation easement in favor of the St. Johns River Water Management District.
- Section 20. Vegetated Natural Buffer. "Vegetated Natural Buffer" shall mean that portion of any Lot or Tract so designated on the Plat and comprising part of the Clay County approved landscape plan for Longleaf Ranch.

## 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 conveyance of the first Lot to an Owner the maximum annual assessment shall be \$225.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership as hereinafter provided.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen (15%) 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.

(c) The Board of Directors may fix the annual assessment as of January annually at an amount not in excess of the maximum amount set forth herein without a vote of the membership.

(a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only. Special assessments may be levied for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any part of the Stormwater Management System, together with any and all improvements located thereon maintained by the Association or for any other purposes proposed by the Board of Directors and assented to by the required two-thirds of the vote of the members, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose

(b) Special assessments may also be levied against any Owner of a Lot for expenses incurred as a result of enforcing any of the provisions of this Declaration. Such special assessments may be levied at any special or annual meeting of the Board of Directors of the Association.

(c) The due dates for any special assessments under this section shall be established by the Board of Directors.

Section 4. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot, and may be collected on a monthly, quarterly, semiannually, or annual basis as determined by the Board of Directors of the Association; provided, however, that special assessments may be levied non-uniformly against one or more Owners as provided in Section 3, subparagraph (b) hereof. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the Owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that Declarant fund any deficit in the annual operating expenses of the Association. Declarant may, at any time, commence paying such assessments as to all Lots that it owns and thereby terminate its obligation to fund deficits in the annual operating expenses of the Association.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments

provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. Initial annual assessments shall be paid in advance and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

- Section 7. Initial Capital Contributions - Due Date. The charge for initial capital contribution shall Seventy-Five and no/100 (\$75.00) for the first conveyance of title to any Lot to any person other than Declarant or a Builder. The charge for such capital contributions shall be due and payable to the Association by the Owner of such Lot at the time of conveyance of title to a Lot to such Owner and such payment shall be accompanied by a copy of the deed evidencing such conveyance. Notwithstanding anything that may be contained to the contrary herein, this provision for capital contribution shall not apply to any person or entity that acquires title to a Lot as a result of foreclosure of a mortgage or any proceedings in lieu thereof, but upon the subsequent initial conveyance of such Lot by such builder or lender the capital contribution shall be due and payable as aforesaid.
- Section 8. Effect of Non-Payment of Assessments and Capital Contributions; Remedies of the Association. Any assessments or capital contributions not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at the maximum legal rate, whichever is higher, but in no event to exceed the maximum rate of interest allowed by law from time to time in effect. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Properties. No Owner may waive or otherwise escape personal liability for the assessments or capital contributions provided for herein by abandonment or conveyance of his Lot.
- Section 9. Subordination of the Lien to Mortgages. The lien of the assessments and charge for capital contributions provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure or any proceeding in lieu thereof related to any first mortgage, shall extinguish the lien of such assessments and lien for capital contributions as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments or charge for capital contributions thereafter becoming due (including costs related to the enforcement thereof) or from the lien thereof.
- Section 10. Exempt Properties. All properties dedicated to and accepted by a local public authority or private utility provider and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments and charge for capital contributions created herein, except however that no land or improvements devoted to dwelling use shall be exempt from the assessments and charge for capital contributions created herein (except as described in Section 6 of this Article.)

#### ARTICLE IV - ARCHITECTURAL CONTROL

- Section 1. Architectural Review Committee. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified, as the Architectural Review Committee, (The "A.R.C.") composed of three (3) or more persons who need not be Owners. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of (a) 60 days from the sale by Declarant of all the Lots in the Properties or (b) ten (10) years from the date of this Declaration. Any references herein to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed.
- Section 2. A.R.C. Authority. Unless the Declarant is designated by this Declaration to regulate a particular item, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Properties (including without limitation any fencing) to:
- (a) Assure harmony of external designs and location in relation to surrounding

buildings and topography;

(b) Protect and conserve the value and desirability of the Properties as a single family residential community;

(c) Maintain, to the extent reasonably practical, the exterior design, appearance, and landscaping of the improvements located on the Properties in substantially the same appearance and condition as existed at the completion of construction of the improvements, subject to normal wear and tear that cannot be avoided by normal maintenance; and

(d) Maintain compatibility of external appearance among the improvements located on the Properties. The power to regulate includes the power to prohibit, and require the removal of (when constructed without the A.R.C. approval) those exterior appearances, uses, or activities inconsistent with the provisions of this Declaration, or contrary to the best interest of other Owners in maintaining the value and desirability of the Properties as a single family residential community. The A.R.C. may adopt, rescind and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulation:

(i) Shall be consistent with the provisions of this Declaration; and

(ii) If the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking this effect.

Architectural Policies and Procedures have been adopted, a copy of which has been attached. Policies and Procedures are necessarily flexible to allow for changing conditions, unforeseen circumstances, or consensus among Owners, and therefore may be amended from time to time by the A.R.C., so long as requirements and responsibilities established by the Policies and Procedures are consistently applied in a nondiscriminatory manner to all Owners. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

Section 3. A.R.C. Approval. Except for all construction relating to the initial development of the Properties by Declarant and items installed by Declarant as part of such development, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of any improvements within the Properties unless any structure, use or activity is expressly permitted by the A.R.C.'s promulgated rules and regulations, from time to time in effect.

Section 4. Construction of Improvements. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties; nor shall any exterior addition, change or alteration of any structure be made; nor shall any radio, television aerial or antenna, satellite dish, or other exterior electronic or electrical equipment or device be installed on the Properties; nor shall any mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the Properties until the plans and specifications showing the nature, kind, shape, height and materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the A.R.C.

Section 5. Land Use and Building Type. Unless approval in writing is given by Declarant prior to the cessation of Declarant's Class B membership in the Association, except the Lot dedicated on the Plat for use by the Association and Owners as a park, and except as authorized by this Declaration,

(a) no Lot shall be used except for residential purposes and for associated purposes such as for easements and for storm drainage;

(b) no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height and a private garage for not less than two cars; and

(c) no building situate on any Lot shall be rented or leased separately from the rental of the entire Lot; No sheds, carports, or auxiliary structures shall be permitted to exist on any Lot except as approved by the A.R.C.

The provisions hereof shall not be construed to prohibit the Declarant or any Builder authorized by Declarant from utilizing any residential dwelling for a model home or sales office.

Section 6. Motorist's Vision to Remain Unobstructed. No fence, wall, hedge, shrub, bush, tree or other