

Book: 1766
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File# 9900346
James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$105.00



DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OLDE SUTTON FOREST

THIS DECLARATION, made on the date hereinafter set forth by
Olde Sutton Forest Joint Venture
hereinafter referred to as Developer.

WITNESSETH:

Developer is the owner of the property in Clay
County, Florida, more particularly described on Exhibit "A" attached
hereto and made a part hereof (hereinafter referred to as the
"Property") and desires to develop the Property as a planned community.

NOW, THEREFORE, Developer hereby declares that the Property shall
be held, sold and conveyed subject to the following easements,
restrictions, covenants and conditions (hereinafter referred to as the
"Restrictions") which are for the purpose of protecting the value and
desirability of and which shall run with the land and be binding on all
parties having any right, title or interest in the Property or any part
thereof, their heirs, successors and assigns, and shall inure to the
benefit of each such person.

ARTICLE I
Definitions

1. "Association" means Olde Sutton Forest Owner's Association, Inc.
a Florida corporation not-for-profit, its
successors and assigns.
2. "Owner" means the record owner, whether one or more persons or
entities, of a fee simple title to to any Residential Lot which is a
part of the Property, including contract sellers, but excluding those
having such interest merely as security for the performance of an
obligation.
3. "Common Area" or "Common Area" means all real property
(including the improvements thereon) described on the attached Exhibit
"B".
4. "Residential Dwelling Unit" means any part of the Property
which has been improved for use as a single-family dwelling, including,
without limitation, any single family detached dwelling, garden home,
patio home or attached townhome, which is substantially completed.

RETURN TO:
OLDE SUTTON FOREST J.V.
2955 HARTLEY ROAD
#108
JAX, FL 32257

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5. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.
6. "Articles" means the Articles of Incorporation of the Association.
7. "Board" or "Board of Directors" means the Board of Directors of the Association.
8. "Bylaws" means the Bylaws of the Association.
9. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.
10. "VA" means the Veterans Administration and its successors and assigns.
11. "FHA" means the Federal Housing Administration and its successors and assigns.
12. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.
13. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.
14. "Initial Maximum Annual Assessment" shall be the annual assessment for the calendar year during which the first Residential Lot is conveyed to an Owner which shall not exceed \$ 150.00.
15. "Surface Water or 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 or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-42, .A.C.
16. "Declarant" means Developer, its successors and assigns with respect to the Property and any Owner who acquires an interest in more than one Residential Lot for the purpose of the development of the

Property or the construction of Residential Dwelling Units.

ARTICLE II
Membership and Voting Rights

1. Right to Membership. Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

2. Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. Multiple Owners. When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE III
Covenant of Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential 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 annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and operation of the Common Areas as described by Exhibit B. In addition, the assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

3. Maximum Annual Assessment.

(a) During the calendar year when the first Residential Lot is conveyed to an Owner, the maximum annual assessment shall be the Initial Maximum Annual Assessment.

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

(d) The Board shall fix the annual assessment at an amount not in excess of the maximum.

(e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.

4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided..

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 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 such meeting, the presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Declarant shall not be required to pay annual or special assessments on any Residential Lot owned by Declarant until such time as such Residential Lot has been conveyed to an Owner provided however, in the event that Declarant is a Class B member or is otherwise in control of the Association, no less frequently than monthly, an amount equal to the difference between the operating expenses incurred by the Association and the assessments receivable from other members and other income of the Association for each month.

7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots conveyed to an Owner on the first day of the month following the conveyance of the first Residential Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be payable at the