

RIDGECREST UNIT 10

COVENANTS, CONDITIONS AND RESTRICTIONS

AND DECLARATION OF LIEN RIGHTS

THIS DECLARATION, made on the date hereinafter set forth by RIDGECREST DEVELOPMENT CORPORATION, hereinafter referred to as "DEVELOPER".

WITNESSETH

WHEREAS, "DEVELOPER" is the owner of certain property in the County of Clay, State of Florida, which is more particularly described as:

Lots 1 thru 69

RIDGECREST, Unit 10, as recorded in Plat Book 69, pages 60 thru 61 of the public records of Clay County, Florida.

NOW, THEREFORE, "DEVELOPER" hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall insure to the benefit of each owner, thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to RIDGECREST Unit 10 Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot described above, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described above, (and such additions thereto from the lands of "DEVELOPER", located in RIDGECREST Unit 10, as may hereafter be brought within the jurisdiction of the Association).

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties owned presently by "DEVELOPER", located in RIDGECREST Unit 10.

Section 5. "DEVELOPER" shall mean and refer to RIDGECREST DEVELOPMENT CORPORATION, their successors and assigns.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the "DEVELOPER", and 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.

CLASS B. The Class B members shall be the "DEVELOPER" and shall be entitled to three (3) votes for each Lot owned. The Class B

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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 equal the total votes outstanding in the Class B membership.

or

- (b) on December 31, 1996.

ARTICLE III COVENANTS FOR MAINTENANCE ASSESSMENTS

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

- (a) annual assessment charges and
- (b) special assessments for capital improvements, such assessments shall be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and the Association shall have a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessments were levied and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Drainage and common areas located therein.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessments shall be Twenty Dollars and 00/100 (\$20.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the last Lot to an Owner, the maximum annual assessment may be increased above 10% 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 at any amount not in excess of the maximum.

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 upon the Retention of Lake Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. 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 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. Such notice shall state the purpose of the meeting. At

such meeting the presence of members or of proxies sufficient to cause a majority of all the votes of each class of membership shall constitute a quorum.

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

Section 7. Date of Commencement of Annual Assessment: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the last lot as described on Exhibit "A". The first annual assessment 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, upon demand and for a reasonable charge, shall furnish a certificate 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 Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring on action at law against the Owner personally obligated to pay the same, or foreclose its lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Lake Area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments 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 mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments 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 thereafter becoming due or from the lien thereof.

Section 10. Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE IV USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes. No building shall be erected other than one detached single family dwelling not to exceed two stories in height and an attached two car garage, or two car detached garage approved by "DEVELOPER".

Section 2. Residential buildings shall be erected according to the setback requirements of the most recently enacted legislative regulations of the Board of County Commissioners of Clay County. For the purpose of these Covenants and Restrictions, side lot line shall mean the side line on any lot on said plat or the line of any contiguous lots owned by the same purchaser at the boundary of the next lot owned by him; provided, that where a building or buildings are erected on such contiguously owned lots, no building shall ever be closer than allowed by the requirements of the most recently enacted legislative regulations of the Board of County Commissioners of Clay County from any other building; however, easements and rights of way shall not be violated. Neither the provisions of this paragraph, nor of any other paragraph contained in this document, shall serve to

inhibit, abridge, curtail or thwart the entitlements of "DEVELOPER", its assigns or successors from construction and/or contracting for the construction of attached or narrow lot line types of housing on any Tracts recorded in the plat/repplat.

Section 3. Residential buildings constructed as single family detached dwellings shall contain a minimum of 1600 square feet of ground floor area, exclusive of garages, carports, porches or screened-in areas. Upon written request of the builder when such request is accompanied by proposed plans and specifications any by a detailed listing of the reasons for the request, "DEVELOPER", its assigns or successors may grant an exception allowing for a ten percent (10%) reduction of the minimum square footage required and stipulated in this paragraph.

Section 4. Construction of buildings, fences and/or other facilities, structures, or appurtenances shall not commence on any lot or Tract until the proposed plans and specifications for such construction have been reviewed and approved in writing by "DEVELOPER", its assigns or successors. Plans and specifications must include, but may not be limited to, two complete sets of detailed construction plans with specifications for same and with exterior finishes and colors, clearly shown and must further include two copies of the plot plan showing the proposed location of the building and other structures, such as drives, parking areas, fences and other proposed construction. This same procedure shall apply to proposed alterations. After review, one set of the plans and specifications marked APPROVED or REJECTED will be returned to the builder for correction and resubmitted. In the event APPROVAL or REJECTION of plans and specifications is not accorded within thirty (30) days following receipt of request and other documents as outlined herein, the provisions of this paragraph are automatically waived.

Section 5. No building shall be constructed on any lot of materials other than brick; stone of an architectural nature; approved metals of an architectural quality and nature; new wood; used wood when in good condition and when used in context with the architectural design of the building; concrete block or masonry when the exterior is completely finished with wood, stucco or brick veneering provided, however, that "DEVELOPER", its assigns or successors may APPROVE or REJECT proposed construction materials for any reason including, but not limited to, aesthetics, composition, color, texture, fire resistance, and durability. Bright pastel paint colors shall not be used. Earth tones which architecturally and decoratively blend are preferred. The use of white paint in the exterior painting scheme may be used only when approved by "DEVELOPER", its assigns or successors. Approved stains or varnishes may be used when the coloration resulting from such use is in keeping with the color restrictions of this paragraph; provided, however, that "DEVELOPER", its assigns or successors, may APPROVE or REJECT for any reason as a matter of discretionary judgment any proposed paint, stain, or varnish color. Garage doors and other exterior doors shall be constructed of a material and of a design which shall harmoniously and architecturally blend with the building. All such doors shall be painted, stained, or varnished in accordance with the painting restrictions of this paragraph. Garage doors which open on the side or rear of the building are preferred; however, "DEVELOPER", its assigns or successors may approve front opening garage doors when in the sole judgment of said owner such opening is proper and justified.

Section 6. No trailer, tent, shack, barn or other outbuilding shall be erected, either temporarily or permanently. No inoperable automobiles, appliances or other articles shall be placed on or permitted to remain on any lot, easement, right of way, or Tract, either temporarily or permanently. No boat, yacht, or other such water craft shall be allowed to remain on any lot, easement, right of way, or Tract, except within the completely encompassing confines of the attached and enclosed garage of any respective dwelling, or within the enclosed rear confines of the lot.

Section 7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste or rubbish shall not be kept except in closed and screened sanitary containers.

Section 8. No signs of any nature shall be erected or maintained on any lot unless written approval therefor is obtained from "DEVELOPER", its assigns or successors, with said owner reserving the right to APPROVE or REJECT any sign and further reserving the right to stipulate the kind, color, character, texture, material, lettering, message, or any other feature of such sign or facsimile thereof.

Section 9. No mailbox, newspaper receptacle, or other such receptacle shall be erected except as approved by "DEVELOPER", its assigns or successors. No yard or area lighting device, except such lighting devices as are normally used at portals or which are soffit mounted for illumination around the immediate perimeter of the building, shall be erected unless approved in writing by "DEVELOPER", its assigns or successors.

Section 10. Only that street and area lighting provided by the electric utility company as an accommodation of its normal and then prevailing service policy may be provided. Service charges for such lighting will be assessed and collected in accordance with the service policy of the electric utility company by said electric utility company. "DEVELOPER", its assigns or successors shall not be responsible for the installation, operation, maintenance, repair service charges or any other such lighting or conveniences contemplated herein except when such lighting is for the convenience and necessity of said owners, assigns or successors.

Section 11. All purchasers of Lots or Tracts shall maintain same and all improvements thereupon, including but not limited to the yard, buildings, landscaping and other permitted facilities or structures. Such maintenance shall be of a good and acceptable quality and in keeping with the spirit and letter of this document.

Section 12. All builders shall professionally landscape each building and/or other permitted structure according to an approved landscaping plan as reviewed by "DEVELOPER", its assigns or successors.

Section 13. Each and every property shall be connected to the water serving said subdivision or development. No individual well shall be permitted on any lot to be used for potable housekeeping purposes within the dwelling, except that shallow wells for use in lawn watering or other such non-potable uses may be permitted at the risks and sole expenses of the lot or Tract owner. Further, each and every property shall be connected to the sewer system serving said subdivision in accordance with the policies, fees, and regulations of the utility company providing said services.

Section 14. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except that dogs, cats or other household pets may be kept, provided, however, that they are not kept, bred, or maintained for any commercial purposes and do not cause or create or in any way constitute a nuisance or public aggravation, and are confined to the lot premises or leashed.

Section 15. No oil drilling, oil development operations, oil refining, quarrying, mining, or other such operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for uses in boring for oil, natural gas, or thermal lodes or deposits shall be erected, maintained, or permitted upon any lots.

Section 16. No noxious, offensive, nuisance, and/or publicly aggravating activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or disruptive activity to the neighborhood.

Section 17. On corner lots no fence, wall, hedge, berm or shrubbery planting shall be erected or maintained in excess of six (6) feet in height along that side of said lots which border any street. All fences or walls over three (3) feet high shall be constructed so as to allow the passage of air through them. No fences shall be erected or constructed in the front yard of any lots and that for the purposes of definition, "fence" may be construed to mean any vertical structure, device, facility, or facsimile. All fences shall be constructed of wood with prior approval of "DEVELOPER", its assigns or successors.

Section 18. These COVENANTS AND RESTRICTIONS shall remain in force and effect until January 1, 1998, after which these covenants and restrictions shall be automatically renewed for successive ten (10) year periods, unless said covenants and restrictions are amended, altered, or cancelled by a majority vote of the then record owners of the parcels herein described and restricted. Until these covenants and restrictions expire or are cancelled, they shall be deemed to be covenants running with the title to said land.

Section 19. Except as otherwise provided herein, in the event the parties hereto, or any of them, or their assigns, heirs, representatives, or successors shall violate or attempt to violate any of the covenants herein expressed, it shall be lawful for any other person or persons owning any interest in said real estate above described to institute any proceedings at law or in equity against the person or persons, firms or corporations violating or attempting to violate any such covenants, either to prevent him or them from so doing, or to recover for damages sustained because of such violation. The owner as the name first appears herein, its assigns or successors, and a majority of the individual lot owners and subject to the approval of the VA (VA approval will be required until such time as the individual lot owners equal the same amount of lots owned or controlled by the "DEVELOPER", and/or his assignees) shall have the sole right (a) to amend these COVENANTS AND RESTRICTIONS but all such amendments shall conform to the general purpose and standards of the COVENANTS AND RESTRICTIONS herein contained, (b) to amend these COVENANTS AND RESTRICTIONS for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (c) to include in any contract or deed or other instrument hereafter made any additional COVENANTS AND RESTRICTIONS applicable to the said land which do not lower the standards of the COVENANTS AND RESTRICTIONS herein contained, subject to the approval of VA, (VA approval will be required until such time as the individual lot owners equal the same amount of lots owned or controlled by the "DEVELOPER" and/or his assignees) and (d) to release any building plot from any part of the COVENANTS AND RESTRICTIONS which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if "DEVELOPER", its assigns or successors, in their sole judgment, determines such violation to be a minor or insubstantial violation.

Section 20. Invalidation of any one or more of the COVENANTS AND RESTRICTIONS herein above described by order or decree of Court or act of legislature or declared unconstitutional by any judicial body of competent jurisdiction, shall in no way affect any of the other COVENANTS AND RESTRICTIONS which COVENANTS AND RESTRICTIONS shall remain in full force and effect.

Section 21. All easements and rights of way noted or delineated on the plat herein described are reserved for utility, drainage, recreational, and other uses, and privilege is further reserved to service all utility connection to the buildings in said subdivision. Such easements shall be available to Clay County and to the several utility companies separately and jointly for the purposes of maintenance, expansion and servicing of facilities therein, and for other necessary purposes. Said reservation shall insure to the benefit, not only of the present fee owners, but also to assigns and/or successors.

IN WITNESS WHEREOF, the undersigned, being the "DEVELOPER" herein, have hereunto set his hand and seal this 9th day of October, 1992.

Sherry A. O'Connell
Witness

Lawrence D. Nichols
Witness

Lawrence D. Nichols
Lawrence D. Nichols, President

STATE OF FLORIDA
COUNTY OF CLAY