

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS**

FOR

Royal Pointe

a planned mixed use community by

Larmac Development, Inc.

*752 Blanding Boulevard, Suite 110
Orange Park, Florida 32065*

PREPARED BY & RETURN TO:

Barry B. Ansbacher, Esquire
Ansbacher & McKeel, P.A.
2450 Riverplace Tower
1301 Riverplace Boulevard
Jacksonville, Florida 32207

Note: This instrument establishes lien rights and easements. This instrument does not contain any reverter provisions.

**Notice of all sales of residential lots must be furnished
to the Association within 5 days of date of closing to
avoid a \$150.00 assessment.**

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THIS DECLARATION is made as of the 29th day of September, 2006 by **Larmac Development, Inc.**, a Florida Corporation (the "Developer").

STATEMENT OF FACTS:

A. The Developer is the Developer of all property within ROYAL POINTE, a subdivision, according to plat thereof recorded in Plat Book 50, pages 41 through 51, inclusive of the public records of Clay County, Florida. All of such land is referred to as the "Property" "Royal Pointe" or the "subdivision".

B. The Developer has caused or will cause to be created *Royal Pointe Community Association, Inc.*, a not for profit Florida corporation (the "Association").

C. In order to develop and maintain Royal Pointe as a planned mixed-use community and to preserve, protect and enhance the values and amenities thereof, it is necessary to declare, commit and subject the Property and the improvements now and hereafter constructed thereon to covenants, conditions, restrictions, regulations and easements and to delegate and assign to the Association certain powers and duties of ownership, administration, management, operation, maintenance and enforcement, all as set forth and provided in this Declaration.

NOW THEREFORE, for and in consideration of the above premises and for other good and valuable consideration, the Developer, for itself and its successors and assigns, hereby (i) establishes this Declaration of Covenants, Conditions Restrictions and Easements for Royal Pointe (this "Declaration"), (ii) declares that Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which will run with the title, and the grantee of any deed conveying any of the Property will be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and easements and to have covenanted to observe, comply with and be bound by all such covenants, conditions, restrictions and easements and (iii) imposes the easements referred to and described which will be perpetual in duration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms have the following meanings:

1.1. **Articles of Incorporation.** "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time.

1.2. **Assessment.** "Assessment(s)" is the collective term for any of the following charges:

(a) "Annual Assessment" is the annual charge distributed among all Members to meet the Association's annual budgeted expenses.

i. "Annual Commercial Assessment" is that portion of the Annual Assessment charged to the Commercial Members.

ii. "Annual Residential Assessment" is that portion of the Annual Assessment payable only by the Residential Members.

(b) "Individual Lot Assessment" is a charge made against an individual Lot and its Owners for expenses or fines relating only to such Lot.

(c) "Special Assessment" is a special charge distributed among all Members for capital improvements or emergency expenses in accordance with the provisions of Section 9.4.

1.3. **Architectural Review Authority.** "Architectural Review Authority" means the right to set standards for improvements to the Residential Lots, and the right to determine whether proposed construction or re-construction meets such standards. Architectural Review Authority is initially vested in the Developer.

1.4. **Architectural Review Committee.** "Architectural Review Committee" means a committee of persons which the Developer or the Developer's assignee may choose to establish in order to exercise Architectural Review Authority.

1.5. **Association.** "Association" means the entity known as Royal Pointe Community Association, Inc., a Florida non-profit corporation.

1.6. **Board.** "Board" means the Board of Directors of the Association. "Director" means a Member of the Board.

1.7. **Builder.** "Builder" means any persons or entities which are within the State of Florida or licensed contractors within Clay County, Florida, owning one or more Lots which are held for resale by such person or entities in the ordinary course of business.

1.8. **Bylaws.** "Bylaws" means the Bylaws of the Association.

1.9. **Common Property.** "Common Property" is an inclusive term referring to all real property dedicated to, owned by, or held by the Association, or intended by the Developer to be devoted to the common use or enjoyment of the Members, or for preservation in accordance with this Declaration. Common Property may include personal property acquired by the Association. Any land or personal property leased to the Association shall lose its character as Common Property upon the expiration of such lease. Common Property may include, without limitation, streets, entry features, easements, landscaping, perimeter fencing, signage, buffer areas, conservation areas, and recreational facilities, and social facilities constructed or to be constructed by the Developer or the Association. Unless conveyed in the Developer's discretion to the Association, the Common Property does not include Tract "J", or Tract "F" or any portion thereof.

1.10. **Declaration.** "Declaration" means (i) this Declaration of Covenants, Conditions, Restrictions and Easements for Royal Pointe and any amendments to this Declaration, and (ii) all exhibits attached to this Declaration, and any amendments to such exhibits.

1.11. **Developer.** "Developer" means Larmac Development, Inc. a Florida corporation, and its successors together with its assigns, upon a specific assignment to such assignees of the rights of Developer under the Declaration in an instrument recorded in the current public records of Clay County, Florida.

1.12. **Institutional Mortgagee.** "Institutional Mortgagee" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan association, (iv) life insurance company, (v) real estate investment trust, (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least 100 mortgages, (vii) any federal agency, corporation or association including, without limiting the generality of the foregoing, Federal Housing Administration ("FHA"), Veterans Administration ("VA"), Federal National Mortgage Association, Government National Mortgage Association, and Federal Home Loan Mortgage Corporation and (viii) any affiliate, subsidiary, successor or assignees of any of the foregoing, holding a mortgage on a Lot, and (b) Developer if and so long as Developer holds a mortgage on a Lot.

1.13. **Lot.** "Lot" shall mean and refer to a portion of the Property, whether developed or undeveloped, intended for development, use or occupancy. The term "Lot" shall include all portions of the Developer owned, as well as any structure or other improvements thereon. Any two (2) or more Lots which are under common ownership and on which a single structure has been constructed shall nevertheless be considered to be two (2) or more separate Lots for purposes of voting, Assessment and all other matters hereunder. The number of Lots within the Property will be as shown on the Plat as to portions of the Property which have been platted, and as shown on the most recent site plan as to those portions of the Property which have not been platted.

(a) "Commercial Lot" means the Lot designated as Tract "J" and labeled as "Commercial" on the Plat. If additional lands, including without limitation all or part of Tract F as shown on the Plat, are designated by the Developer as a Commercial Lots in a document recorded in the Public Records, then same shall effective upon such recording also be deemed as Commercial Lots. If the Commercial Lot is subdivided than each subdivided parcel will be considered a separate Commercial Lot effective upon such subdivision.

(b) "Residential Lot" means a Lot intended for and restricted to for residential dwelling purposes. The Residential Lots are numbered as 1 through 150 on the Plat.

(c) "Vacant Lot" means a Lot (Commercial or Residential) upon which a building foundation has not yet been constructed; however, where two or more Lots have been combined into common ownership under a common plan for development for use by a single family or business, then none of such Lots will be considered a "Vacant Lot" once a building foundation has been constructed on any

of the associated Lots. After a building foundation has been constructed, a Lot will not be considered a Vacant Lot even if improvements to the Lot are later destroyed. "Vacant Residential Lot" means a Vacant Lot which is also a Residential Lot.

1.14. **Owner.** "Owner" means the record fee simple owner of a Lot. Owner does not include any party having an interest in a Lot merely as security for the performance of an obligation. In the event that there is a recorded contract for deed for any Lot, the Owner of such Lot will be the purchaser/vendee under said contract.

1.15. **Member.** "Member" means the person(s) or entity which is a member of the Association by reason of their ownership of a Lot.

(a) "Commercial Member" means a Member who owns a Commercial Lot. Commercial Members are sometimes referred to as Class "C" Members.

(b) The Developer is a Member so long as the Developer (or its successor or assign) owns one or more Lots. Prior to Transition of the Association, the Developer is sometimes referred to as the Class "B" Member.

(c) "Residential Member" means a Member who owns a Residential Lot. Residential Members are sometimes referred to as Class "A" Members.

An Owner of both Residential Lots and Commercial Lots will be considered both a Commercial Member and a Residential Member with separate rights and obligations for each class of membership.

1.16. **Plat.** "Plat" means the Plat of Royal Pointe, recorded in Plat Book 50, pages 41 through 51, inclusive of the public records of Clay County, Florida. If any additional property is later made subject to this Declaration, "Plat" will also refer to the plats of such additional property.

1.17. **Public Records.** "Public Records" means the official public records of CLAY COUNTY, FLORIDA.

1.18. **Residential Architectural Review Committee.** "Residential Architectural Review Committee" means the committee established initially by the Developer to exercise Architectural Review Authority with respect to the Residential Lots. The Developer may elect to establish separate committees to address respectively review pertaining to new construction on a Vacant Lot and matters pertaining to additions, remodeling and changes to an improved Residential Lot.

1.19. **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 (i) collect, convey, store, absorb, inhibit, treat, use or reuse, water; (ii) prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.