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**COMMUNITY DECLARATION
FOR
SANDRIDGE HILLS**

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Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Articles of Incorporation
- Exhibit 3 – Bylaws
- Exhibit 4 – Permit

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**COMMUNITY DECLARATION
FOR
SANDRIDGE HILLS**

13th THIS COMMUNITY DECLARATION FOR SANDRIDGE HILLS (this "**Declaration**") is made this day of November, 2023 by MATTAMY JACKSONVILLE LLC, a Delaware limited liability company (the "**Declarant**"), joined by SANDRIDGE HILLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

RECITALS

- A. The Declarant is the record title owner of the real property located in Clay County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by this reference ("**SANDRIDGE HILLS**").
- B. The Declarant hereby desires to subject SANDRIDGE HILLS to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising SANDRIDGE HILLS, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of SANDRIDGE HILLS is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for SANDRIDGE HILLS established pursuant to Section 19.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean SANDRIDGE HILLS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

"**Board**" shall mean the Board of Directors of the Association.

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**City**" shall mean the City of Green Cove Springs, Clay County, Florida.

"**Common Areas**" shall mean any and all real property interests and personalty within SANDRIDGE HILLS designated as Common Areas from time to time by the Declarant, by a Plat (as defined

herein), by this Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners (as defined herein). The Common Areas may include, without limitation, the SMS (as defined herein), any Mail Delivery Center(s) (as defined herein), Recreational Facilities (as defined herein), the Trail System (as defined herein), the Wetland Conservation Areas (as defined herein), entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, the irrigation facilities for the Common Areas, certain sidewalks, certain rights-of-way, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"Community Completion Date" shall mean the date upon which all Homes in SANDRIDGE HILLS, as ultimately planned and as fully developed, have been conveyed by the Declarant to Owners.

"Community Standards" shall mean such architectural and design standards, if any, established by the Declarant or the Board pursuant to Section 19.5 hereof.

"Contractors" shall have the meaning set forth in Section 19.12.2 hereof.

"County" shall mean Clay County, Florida.

"Declarant" shall mean MATTAMY JACKSONVILLE LLC, a Delaware limited liability company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder (unless expressly provided in such partial assignment), but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee.

"Declaration" shall mean this COMMUNITY DECLARATION FOR SANDRIDGE HILLS, together with all amendments, supplements, and modifications thereof.

"Electronic Transmission" shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations (as defined herein), the Community Standards, and any applicable Supplemental Declaration (as defined herein) all as amended from time to time.

"Home" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within SANDRIDGE HILLS. The term Home may not reflect the same division of property as reflected on the Plat.

A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Immediate Family Members" shall mean regardless of actual or perceived sexual orientation, gender identity or legal marital status, the individuals living as a family unit in the Home, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Home who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. All references to "family members" of Owners used in this Declaration shall mean "Immediate Family Members."

"Individual Assessments" shall have the meaning set forth in Section 17.2.5 hereof.

"Initial Contribution" shall have the meaning set forth in Section 17.11 hereof.

"Installment Assessments" shall have the meaning set forth in Section 17.2.1 hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or a Home or (ii) the Declarant and/or its agents, designees or affiliates, to the extent the Declarant and/or its agents, designees or affiliates finance the purchase of a Lot or a Home initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within SANDRIDGE HILLS.

"Lot" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

"Master Plan" shall mean collectively any full or partial concept plan for the development of SANDRIDGE HILLS, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of SANDRIDGE HILLS, as the Declarant reserves the right to amend all or part of the Master Plan from time to time.

"Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association, as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, the SMS, any Mail Delivery Center(s), the Recreational Facilities, the Trail System, and the Wetland Conservation Areas; all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between the Association and a utility provider or Private Street Light Provider (as defined herein), if any; all amounts payable in connection with irrigation costs incurred by the Association for Common Area irrigation; amounts payable to a Telecommunications Provider (as defined herein) for Telecommunications Services (as defined herein) furnished to Owners, if any; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or the Declarant, if any; costs of utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the