

COVENANTS AND RESTRICTIONS  
OF  
ASHFORD UNIT THREE

WHEREAS, Ashford Joint Venture, a Florida general partnership ("Developer") is the owner of certain real property in Duval County, Florida, more particularly described

in that plat of Ashford Unit Three recorded in Plat Book 51, pages 22, 22A, 22B, 22C, 22D and 22E, of the public records of Duval County, Florida (herein the "Plat"); and

WHEREAS, the Developer intends that, except as herein otherwise specifically set forth, each of the lots shown on the Plat will be used solely for residential purposes and is therefore desirous of placing certain covenants and restrictions upon the use of all of the land described in the Plat for the mutual benefit of all the owners of lots located therein, and is desirous that these Covenants and Restrictions shall run with the title to the land hereby restricted;

NOW THEREFORE, the Developer, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land included in the Plat (hereinafter sometimes referred to as the "Land"), and the Developer does hereby place upon the Land the following covenants and restrictions, to run with the title to the Land, and the grantee of any deed conveying any lot or lots contained within the Plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such Covenants and Restrictions and to have covenanted to observe, comply with and be bound by all such Covenants and Restrictions as follows:

1. DEFINITIONS.

(a) Articles. "Articles" means and refers to the Articles of Incorporation of the Association.

(b) Association. "Association" means and refers to Ashford Unit Three Owner's Association, Inc., a corporation not-for-profit, organized or to be organized under the laws of the State of Florida, its successors and assigns.

(c) Board of Directors. "Board of Directors" means and refers to the Association's Board of Directors.

(d) Builder. "Builder" means and refers to any person or construction company engaged in the business of constructing single family residential dwellings in Ashford Unit Three, or such additional real property as may be annexed to these Covenants and Restrictions.

TO BE RELEASED BY AND  
RETURN TO: ASHFORD JOINT VENTURE  
1005 RIO ST. JOHNS DR  
JACKSONVILLE, FL 32211

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(e) Developer. "Developer" means and refers to Ashford Joint Venture, a Florida general partnership, qualified to do business in the State of Florida, and its successors and assigns.

(f) Lake. "Lake" means and refers to those areas of the Land designated on the Plat as a Stormwater Management Facility.

(g) Lake Lot. "Lake Lot" means and refers to any lot on which any portion of any Lake is located.

(h) Land. "Land" means and refers to the real property described on the Plat and such additional real property that may hereafter be annexed to these Covenants and Restrictions, and brought within the jurisdiction of the Association.

(i) Lot. "Lot" means and refers to any lot shown upon the Plat, and all other lots shown on any future recorded plat in the event such future plat shall be made subject to these Covenants and Restrictions, and be brought within the jurisdiction of the Association.

(j) Occupant. "Occupant" means and refers to the person or persons other than the Owner in possession of a Lot and the Primary Residence.

(k) Owner. "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(l) Plat. "Plat" means and refers to the Plat of Ashford Unit Three, according to plat thereof recorded in Plat Book 51, pages 22, 22A, 22B, 22C, 22D and 22E, of the current public records of Duval County, Florida, and any future recorded plat of the Land.

(m) Primary Residence. "Primary Residence" means and refers to the single family residence constructed or to be constructed on a Lot.

(n) Stormwater Management System. "Stormwater Management System" means and refers to the designed features of the Land which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, including, but not limited to, all of the drainage easements and stormwater Management Facilities shown on the Plat.

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; and the use and term "including" shall mean "including without limitation". These Covenants and

Restrictions 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 Land 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.

2. **SINGLE FAMILY RESIDENCE ONLY; TWO STORY LIMIT.** Each Lot shall be used for the purpose of constructing a Primary Residence thereon and for no other purpose, except as is specifically set forth herein. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than the Primary Residence and related domestic out buildings as set forth in paragraph 6 below. Without approval of the ARB (as defined in paragraph 11 below), the height of the Primary Residence or any such out building shall not be more than two (2) full stories above the normal surface of the ground. No building situated on any Lot, or portion thereof, shall be rented or leased separately from the rental or lease of the entire Lot. Nothing herein contained shall be construed to prevent Developer from using any Lot for a right-of-way for road purposes or easements in which event Developer may abate, remove or revise the restrictions herein as Developer shall, in its sole discretion, deem proper.

3. **HOMEOWNERS' ASSOCIATION.** The Developer has formed the Association. Every Owner shall be a member of the Association and the Association shall have the powers, objectives, benefits and burdens set forth in its Articles of Incorporation and shall operate and conduct its business in accordance with its Articles and Bylaws as the same now exist or are hereafter modified, provided, however, that the following rules are intended to and shall prevail over any contrary provision contained in the Articles or Bylaws of the Association:

**Class A Membership:** Each Owner (except Developer) shall be a Class A member of the Association. Regardless of the number of parties owning an interest in a Lot, each Lot shall be allocated one vote.

**Class B Membership:** Developer shall be the sole Class B member of the Association and shall be allocated ten (10) votes for each Lot owned by it. Class B membership shall cease when Developer no longer owns any Lot or, upon the Developer's earlier election to terminate Class B membership, which election shall be elective upon Developer's filing of written notice thereof in the public records of Duval County, Florida.

The Association is created with the sole objectives of promoting the recreation, health, safety and welfare of the Lot Owners and the maintenance of landscape islands lying within the

rights-of-way, entryway signs, fencing, landscaping and the Stormwater Management System including the Lakes constructed by Developer or the Association.

Membership in the Association is appurtenant to and inseparable from ownership of a Lot. In the event the Association is dissolved, its assets shall be dedicated to a public body or conveyed to a non-profit organization with similar purposes.

4. COVENANT FOR MAINTENANCE ASSESSMENTS. The Developer hereby covenants, and each Owner by acceptance of a deed therefore, whether or not it is so expressed in such deed, is deemed to agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, are a charge on the Land and are a continuing lien upon the Lot against which each such assessment is made from the date of filing of the claim of lien described below. Each such assessment, together with interest, costs and reasonable attorneys' fees, is the personal obligation of the person who was the Owner at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Lot owners and for the improvements and maintenance of the signs, fencing and landscaping, swales and drainage facilities and the control structures, if any, located on the Land, and landscape islands lying within the rights-of-way.

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment shall be \$160.00 per year.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum assessment may be increased each year but not more than five percent (5%) above the maximum assessment for the previous year without the affirmative vote of two-thirds (2/3) of the members of the Association who are voting in person or by proxy, at a meeting duly called for such purposes.

The Board of Directors shall fix the assessment annually at amounts not in excess of the maximum.

In addition to the annual assessments authorized above, the Association may levy a special assessment for the purpose of

defraying, in whole or in part, the cost of advancing the purposes of the Association; provided that any such special assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purposes.

Written notice of any meeting called for the purpose of taking any action authorized above 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 the 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 required quorum at 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.

Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis. Mortgagees are not required to collect assessments.

The annual assessments provided for herein shall commence as to all Lots on the date that the first Primary Residence is conveyed to an Owner, provided however, that no lot shall be subject to any assessment until a Primary Residence has been constructed thereon, if: (a) the Lot is owned by a mortgagee who acquired title by foreclosure or deed in lieu thereof, OR (b) an Owner who is a Builder has purchased the Lot in the ordinary course of business. 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. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether or not 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.

Any assessment not paid within thirty (30) days after its due date shall bear interest from the due date at the rate of eighteen percent (18.0%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot involved or both. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its Lot. A claim of lien shall be filed in the public records of Duval County and served upon the defaulting Owner by hand delivery or certified mail, postage prepaid, not less than fifteen (15) days before commencing a foreclosure action. The lien shall date from the filing of the

claim of lien. Service by mail shall be to the last address on the Association's records, or, in the alternative, to the last address on the Tax Collector's rolls for Duval County, Florida.

The lien for the assessments provided for in this Declaration is subordinate to the lien of any institutional first mortgage without regard to when the assessment became due, the lien was created, or the first mortgage recorded. Although the sale or transfer of any Lot does not discharge or mitigate the effectiveness of an assessment lien, the sale or transfer of any Lot pursuant to a mortgage foreclosure or conveyance or proceedings in lieu thereof, without regard to the lien priority of the mortgage, except a purchase money mortgage in favor of an Owner who was an Owner when the assessment became due, shall extinguish the lien of such assessment as to payments which become due prior to the sale or transfer. However, no such foreclosure or other proceeding, sale or transfer shall relieve the Lot or the Owner from liability for any assessments thereafter becoming due or from the lien for any later assessments.

Nothing contained in this Declaration shall be construed to make the failure to pay assessments a default under any mortgage.

The St. Johns River Water Management District has the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

5. MOTORISTS' VISION TO REMAIN UNOBSTRUCTED. The ARB (as defined in paragraph 11 below) has the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location thereof will, in the sole judgment and opinion of the Developer, obstruct the vision of the motorist upon any street.

6. MINIMUM SQUARE FOOTAGE AND OTHER REQUIREMENTS FOR ANY PRIMARY RESIDENCE. No Primary Residence shall be erected or allowed to remain on any Lot unless the area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed: 1,400 square feet.

7. OTHER STRUCTURES. Subject to the restrictions contained in paragraph 11 below, the following buildings, structures and objects may be erected and maintained on a Lot only if located wholly within the rear yard of the Primary Residence: yards and houses for pets; above ground storage of Developer's approved construction materials; wood, coal, oil and other fuels; workshops;

servant's quarters' garbage and trash cans; detached garages; hothouses; greenhouses; guest houses; bath houses; children's playhouse; outdoor barbecue pits; swimming pools or improvements in connection therewith. Each such object shall be constructed of Developer's approved construction materials and shall be walled, fenced or sufficiently landscaped, with heights and design and in such a manner that they are obstructed from view from the outside of the Lot. The maximum portion of a Lot covered by all buildings and structures shall not exceed that dictated by appropriate municipal code.

8. SET BACK FOR ALL STRUCTURES. No building shall be located on any Lot which is in violation of any setback or other zoning requirement of the City of Jacksonville or any other local, state or federal rule, regulation or law.

9. RESUBDIVIDING OR PLATTING. Developer reserves the right to resubdivide or replat any Lot or Lots shown on the Plat for any purposes whatsoever, including rights-of-way for road purposes and easements.

10. FENCES AND HEDGES. Fences or walls may not be built or maintained on any portion of any Lot except on the rear or side lot line and no closer to the front of the Lot than the front of the Primary Residence. No fence or wall shall be erected nor hedge maintained higher than six (6) feet from the normal surface of the ground except along the rear property line of Lots 37, 38, 50, 51, 52, 53, 54, 55 and 1. No fence or wall shall be erected until the quality, style, color or design shall have been first approved by the ARB.

11. ALL STRUCTURES TO BE APPROVED BY ARCHITECTURAL REVIEW BOARD. For the purpose of further ensuring the development of the Land as a residential area of highest quality and standards, and in order that all improvements on each Lot present an attractive and pleasing appearance from all sides of view, the Association has established an Architectural Review Board ("ARB") with the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, and no other structure or improvement shall be erected or allowed to remain on any Lot, nor shall any additions or alterations thereto be made unless building plans and specifications describing those additions or alterations and showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the improvement on the Lot; construction schedule, including plans for the grading and landscaping of the Lot showing proposed removal of trees and natural vegetation and any changes proposed to be made in the elevation or surface

contours of the Land, and such other information as the ARB shall require, have been submitted to and approved by the ARB in writing. The ARB shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reason connected with future development plans of the Developer.

The ARB shall be comprised of no less than three (3) Owners elected by the members from time to time; provided, however, that for so long as Class B membership continues to exist pursuant to paragraph 3 above, the ARB shall be comprised of the Developer alone, or a person or persons designated by Developer, which persons need not be owners; provided, however, that in the event other persons are so designated by Developer, Developer shall retain for itself two (2) votes for each person so designated and each such person shall be entitled to only one (1) vote on matters coming before the ARB.

Each Owner is responsible for and shall promptly repair and pay for the costs of repair in the event the Owner, its contractor, invitees, licensees or any other party invited or allowed to enter the subdivision by the Owner causes damage to landscaping (including grass), streets, rights of way, trees, signs, drainage facilities or utilities within the subdivision.

**12. NO PARKING OF VEHICLES, BOATS, ETC.** Each Primary Residence shall be constructed with an attached garage capable of accommodating two standard sized automobiles. The garage shall be finished in an exterior finish of like kind, style and quality of the Primary Residence. No vehicles, boats, trailers, or other offensive objects may be kept on any Lot unless kept within the garage or obscured from street view in the rear yard. Occupant's vehicles shall be parked in the closed garage overnight. Guest and delivery vehicles may be parked in driveways during normal and reasonable visits and deliveries. No vehicle may be parked on lawn areas at any time. Garage doors shall remain closed when not in use.

**13. WINDOW AIR CONDITIONERS AND CLOTHES LINES.** Window air conditioners are not permitted in any Primary Residence. No window air conditioners shall be installed in any detached building on a Lot without the prior written approval of the ARB. No outside clothes lines are permitted on any Lot.

**14. NO OVERHEAD WIRES.** All telephone, electric and other utility lines and connection between the main utility line and the Primary Residence and other buildings located on each Lot shall be located underground. The Developer has provided underground conduits to serve each Lot, and such conduit to each Lot shall be, become, and remain the property of the utility, subject to the use and enjoyment of the Owner of the Lot. Each Owner requiring

original or additional electric, telephone or television service shall complete, at his own expense, the secondary electric service conduits, wires, conductors and other electric facilities from the point of the applicable transformer or primary service to the Primary Residence and all of the same shall be and remain the property of the Owner of the Lot. The Owner of each lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary utility system extending from the applicable transformer or primary service to the Primary Residence on his Lot.

15. COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Primary Residence and all related structures shown on the plans and specifications approved by the Developer must be completed within none (9) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense, a driveway (with culvert when necessary) approved by the Developer from the paved portion of the abutting street to his garage entrance. During the construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at this location. Such vehicles shall not be parked at any time on the street or upon any other Lot other than that upon which the construction is proceeding.

16. NO PICNIC AREAS PRIOR TO CONSTRUCTION. No picnic areas and no detached outbuildings, tents, trailers or campers shall be erected or permitted to remain on any Lot prior to the start of construction of the Primary Residence thereon.

17. NO SHEDS, SHACKS OR TRAILERS. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of construction. Likewise, any contractor may maintain a trailer or portable construction building of attractive design on a Lot used for the construction of houses in this subdivision but such trailer or building may be so located for no longer than is required to complete the construction, in no case for more than twelve (12) months.

18. RESIDING ONLY IN RESIDENCE. No trailer, basement, garage, or any outbuilding of any kind other than a guest house or servant's quarters shall be at any time used as a residence either temporarily or permanently.

19. **SIZE OF SIGNS.** No sign of any type shall be displayed or placed upon any Lot except "FOR SALE" signs, which signs may refer only to the Lot upon which the sign is displayed, and shall be of materials, size, height, and design specified by the ARB. One small, Developer approved sign may be used to denote the name of the property owner or resident and the house number, provided such sign shall not exceed one hundred fifty (150) square inches in size. The Developer may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

20. **AERIALS AND ANTENNAS.** No satellite dish (antenna), radio aerial or antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot unless and until the location, size and design thereof have been approved by the ARB.

21. **MAIL BOXES.** No mail box or paper box or other receptacle of any kind for use in the delivery of mail or newspapers shall be erected or located on any Lot unless and until the size, location, design and type of material for said boxes or receptacles has been approved by the ARB.

22. **PETS.** Not more than two dogs or two cats may be kept on any Lot and any such animals shall be kept solely for the pleasure and use of the occupants. No such animals shall be used for any commercial or breeding use or purpose. Such animals shall be controlled and restricted to the Lot by a method commonly used for that species. No animal shall be allowed to roam at large. If, in the sole opinion of the Developer, the animal or animals become dangerous or any annoyance or nuisance in the neighborhood, they may not thereafter be kept on the Lot. Developer assumes no obligation to any party for the enforcement of these animal restrictions.

23. **NO OFFENSIVE ACTIVITIES.** No illegal, noxious or offensive activity shall be permitted or carried on, on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain on any part of the Land or upon any land or lands contiguous thereto. All garbage and trash must be stored in closed containers and kept out of view until the day of pick-up. No fires for burning trash, leaves, clipping or other refuse shall be permitted on any Lot or road right-of-way. No trees or other flora shall be grown on or removed from any Lot for commercial purposes. The operation of any quarry, mine, strip mine or similar activity such as exploration for or removal of natural resources is not permitted, except that Owners have the right to establish and maintain a water well for personal use.

Each Owner shall continuously maintain the Lot and unpaved portions of the public right of way abutting each Lot in a neat, clean and attractive condition, free of undergrowth and rubbish. Those portions of Lots which abut rights of way, drainage swales, easements, and the Lake shall be maintained free of obstruction, mowed and without change in the contour thereof. Provided, however, that Developer reserves the right, prior to its sale of any Lot, to retain that Lot in its natural condition.

Each Owner shall, at his own expense, plant and maintain grass on and remove dead vegetation (including trees) from abutting rights of way.

24. WELL LIMITATION; WATER AND SEWER RIGHTS. City of Jacksonville, Department of Public Utilities, or its successors or assigns, has the sole and exclusive right to provide all water and sewer facilities and service to the Land. No well of any kind shall be dug or drilled on any of the Lots, or tracts, to provide water for use within the structures to be built, and no potable water shall be used within said structures, except potable water which is obtained from City of Jacksonville, Department of Public Utilities, or its successors or assigns. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot, or to be used exclusively for air conditioning; however, the location of said well must be approved by prior written consent of the Developer or the Association and the local Health Department. City of Jacksonville, Department of Public Utilities, is hereby granted and has a non-exclusive, perpetual and unobstructed easement and right in and to, over and under the Land as shown on the plat thereof for the purpose of ingress, egress, installation and/or repair of water facilities. Developer reserves the right to convey to City of Jacksonville, Department of Public Utilities, all easements required to provide water facilities and service to the Land.

25. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

"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, F.A.C.

26. EASEMENTS. All easements shown on the Plat are and shall remain private easements and the sole and exclusive property of the Developer, its successors and assigns. The Developer has the unrestricted right and power of alienating and releasing such easements. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in and to any wires, cables, conduits, pipes, mains, lines or other equipment placed on, over or under the property which is subject to said easements. The Owner of any Lot subject to any easement or easements shall not construct any improvements or structures upon said easements. In the event any Owner constructs any improvements or structures on the easement shown on the Plat, the Owner of the Lot subject to said easement shall remove said improvements or structures upon written request of Developer, its successors, trustees, or assigns.

27. LAKE LOT RESTRICTIONS. Lake Lots are subject to the following special restrictions which may be enforced by any Owner, the Developer or the Association by any legal or equitable means, including injunctive relief:

(a) No dock, pier, bulkhead, boat house or similar or other structure shall be placed upon any Lake Lot within the Lake or within the drainage easement shown on the Plat.

(b) Owners of Lake Lots shall maintain the banks of the Lake in good condition and clear of debris. No alteration of the location, slope or make-up of the banks is permitted and each Owner of Lake Lots shall maintain the bank slope as required by the St. Johns River Water Management District.

(c) No boats, flotation device or similar items may be used on the Lake. No swimming is permitted in the Lake.

(d) No materials, debris, chemicals, waste, or hazardous materials may be deposited in or on the Lake, except as may be required or permitted by the ARB pursuant to prior written authorization of the ARB.

28. DEVELOPER MAY CORRECT VIOLATIONS. Wherever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of these Covenants and Restrictions, the Developer or the Association shall have the right, but no obligation, to enter upon the Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of the Lot, which expense shall be payable by such Owner to the Developer or the Association, on demand, and such entry and abatement, correction or removal

shall not be deemed a trespass or make the Developer or Association liable for any damages on account thereof. Any advance by the Developer or the Association under the terms of this paragraph shall bear interest at the maximum rate allowed by law from the date of advance.

29. APPROVAL OF DEVELOPER OR ARB. Wherever in these Covenants and Restrictions the consent or approval of the Developer or the ARB is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer or the ARB, as appropriate. Such request shall be sent to the Developer or the ARB, as appropriate, postage prepaid, by registered or certified mail with return receipt requested. In the event that the Developer or the ARB fails to act on any such written request within thirty (30) days after the same has been received by it, the consent or approval to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person submitting such written request which violates any of the Covenants and Restrictions herein contained.

30. DEVELOPER MAY DESIGNATE A SUBSTITUTE. The Developer has the sole and exclusive right at any time, and from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these Covenants and Restrictions. If at any time hereafter there shall be no person, firm or corporation entitled to exercise these rights, powers, privileges, authorities and reservations given to or reserved by the Developer under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in said committee except in the event aforesaid.

31. AMENDMENTS OR ADDITIONAL RESTRICTIONS. The Developer reserves and shall have the sole right, subject to the restrictions herein contained, to amend these Covenants and Restrictions, and to cure any ambiguity in or any inconsistency among the provisions contained herein, and to include in any contract or deed or other instrument hereafter made, any additional Covenants and Restrictions applicable to the Land which do not lower the standard of the Covenants and Restrictions herein contained and to release any Lot 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 the Developer in its sole judgment, determines such violation to be a minor or insubstantial violation.

The Developer reserves and shall have the sole right (but not the obligation) to amend these Covenants and Restrictions by the addition of those provisions required by the Veterans Administration ("VA"), the Federal Housing Administration ("FHA"), or any other agency or department of the government of the United States as a condition to the granting or insuring of any VA or FHA mortgage loan. Such amendment may be made by the Developer without the consent, approval or joinder of any other party, and without notice, and shall be effective upon Developer's written declaration of amendment recorded in the public records of Duval County, Florida. Developer's right to so amend shall terminate upon the earlier of: (a) the Developer's written declaration of termination of right to amend recorded in the public records of Duval County, Florida, OR (b) the termination of Class B membership in the Association pursuant to paragraph 3 above.

Any amendment to the Covenants and restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

32. **ANNEXATION.** Additional real property located in Duval County, Florida, which may be acquired by the Developer may be annexed (i.e., subject to the terms of this Declaration and brought within the jurisdiction of the Association) within fifteen (15) years of the date of recording of this Declaration. Developer may modify the restrictions included herein for any additional property annexed so that such restrictions are compatible with the proposed construction on any such property so annexed.

33. **ADDITIONAL RESTRICTIONS BY INDIVIDUAL OWNERS.** No lot owner, without the proper written consent and approval of the Developer, may impose any additional Covenants and Restrictions on any part of the Land.

34. **RESTRICTIONS EFFECTIVE PERIOD.** These Covenants and Restrictions, as amended from time to time, unless released as herein provided, shall be deemed to be Covenants and Restrictions running with the title to the Land, and shall remain in full force and effect until January 1, 2018, and thereafter, these Covenants and Restrictions shall be automatically thereafter extended for additional consecutive five (5) year periods until terminated by the action of the owners of a majority of the Lots.

35. **APPLICATION OF COVENANTS AND RESTRICTIONS TO PURCHASERS AT FORECLOSURE.** Should any mortgage, deed of trust or other lien, consensual or nonconsensual, be foreclosed on the Land, or any Lot, the title acquired in connection with such foreclosure shall be subject to and bound by these Covenants and Restrictions.

36. LEGAL ACTION ON VIOLATION. If any person, firm or corporation, or other entity violates or attempts to violate any of these Covenants and Restrictions, it shall be lawful for the Developer, the Association, or any Owner (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such Covenants and Restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such Covenants and Restrictions, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner shall not have any right or cause of action for damages or to maintain a proceeding in equity or any claim whatsoever against the Developer. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or the Association, its successors or assign, to enforce any Covenants and Restrictions or any obligation, right, power, privilege, authority, or reservation herein contained, however long contained, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same violation or any future violations. Nothing contained herein shall be deemed to obligate Developer or the Association to take any action or institute any proceeding to enforce any provision hereof nor shall Developer or the Association be liable to any person or entity for its failure or refusal to enforce any provision of these Covenants and Restrictions. Owners found in violation of this Declaration are obliged to pay attorneys' fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained are several and independent. The invalidity of one or more or any part of one shall in no way impair the validity of the remaining restrictions or part hereof.

If any provision of these Covenants and Restrictions is to any extent found by a court of competent jurisdiction to be invalid or unenforceable, neither the remainder of this Declaration, nor the application of the provision to other persons, entities, or circumstances, shall be affected thereby, but instead shall be enforced to the maximum extent permitted in law or equity.

38. Owner's Obligations to Maintain Drainage. The Declaration describes certain drainage easements over, under and upon portions of certain Lots (the "Drainage Easements"). The Owners of the Lots so affected shall continuously and at the Owner's expense maintain the Drainage Easements and the elevations and contours of swales, ditches, lakes, banks and other structures located therein in good order and repair and shall do nothing to modify, hinder or obstruct the said swales, ditches, lakes, banks or other structures. The Owners of the Lots so affected will remove trash and debris from the Drainage Easements as it is deposited or

accumulates and at all times take such steps as may be required to maintain the free flow of water through and over the Drainage Easements.

IN WITNESS WHEREOF, these Covenants and Restrictions have been executed this 6<sup>th</sup> day of May 1997, by the Developer.

Signed, sealed and delivered in the presence of:

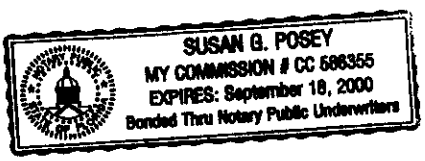
Gregory E. Matavins  
Witness #1  
Gregory E. Matavins  
(Print name)  
Susan G. Posey  
(Print name) SUSAN G. POSEY

ASHFORD JOINT VENTURE,  
a Florida general partnership  
By: William R. Howell, II  
William R. Howell, II, President,  
(Print name) W.R. Howell Company  
Its: Managing General Partner

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 1997, by William R. Howell, II, as Partner of Ashford Joint Venture, a Florida general partnership, Partner on behalf of the partnership. (He) she is (personally known to me), and (did not) take an oath. Managing General

Susan G. Posey  
Notary Public, State and County  
Aforesaid (Signature)  
SUSAN G. POSEY  
Name of Notary Public  
(Typed, Printed or Stamped)  
My Commission Expires: \_\_\_\_\_



MORTGAGEE CONSENT

The undersigned Tucker Federal Bank, a federal association, the holder of a mortgage recorded in Official Records Volume 8388, Page 1456, of the Public Records of DUVAL County, Florida, joins in the execution hereof for the purpose of consenting to the Declaration of Covenants, Conditions and Restrictions for Ashford Unit Three.

Signed, sealed and delivered in the presence of:

Priscilla Gainers  
Printed Name Priscilla Gainers

Stephen C Meadows  
Its Assistant Vice president

Trish McCormick  
Printed Name Trish McCormick

Bk: 8618  
Pgs: 309-325  
Doc# 97103135  
Filed & Recorded  
05-12-1997  
03:55:22 P.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 78.00

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 1997, by Stephen C. Meadows, being personally known to me.

Susan G. Posey  
Notary Public

