

Prepared by, and after  
recording, return to:

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR  
CHERRY LAKES

THIS DECLARATION is made on the date hereinafter set forth by Cherry Lakes Development, LLC, a Florida limited liability company, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant and others referred to above are the owners in fee simple of all of the lots and other properties (collectively, the "Properties") described on the Plat of Cherry Lakes, according to Plat thereof recorded in Plat Book 71, pages 186 through 192 of the public records of Duval County, Florida (the "Plat");

NOW THEREFORE Declarant hereby declares that all of the real property described on the Plat shall be subject to the terms and conditions of this Declaration upon recordation of this document. The lots ("Lots") described on the Plat shall be held, sold, conveyed and occupied subject to the following covenants, restrictions, conditions and easements all of which shall be perpetual in duration unless otherwise provided, and all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to said Lots and shall be binding upon all parties having any right, title or interest in said Properties or any part thereof, their heirs, personal representatives, successors and assigns, and all which shall inure to the benefit of the Association, Declarant and each Owner as those terms are hereinafter defined.

ARTICLE I - DEFINITIONS – PURPOSE

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." This Declaration 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 Properties 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 of construing the substantive provisions hereof.

Section 1. ARCHITECTURAL REVIEW COMMITTEE. "Architectural Review Committee" or A.R.C. is more particularly described in Article IV, Section 1 hereof.

Section 2. ARTICLES. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 3. ASSOCIATION. "Association" shall mean and refer to the Owner's Association of Cherry Lakes, Inc. a corporation not for profit, organized or to be organized under the laws of the State of Florida, and its successors and assigns.

Section 4. BOARD OF DIRECTORS. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 5. BUILDER. "Builder" shall mean and refer to any person or building contractor or construction company engaged in the business of constructing single family residential dwellings on the Properties.

Section 6. CONSERVATION TRACT. "Conservation Tract" shall mean all areas, if any, designated as "Conservation Tract" or "Conservation Easement" on the Plat.

Section 7. DECLARANT. "Declarant" means and refers to Cherry Lakes Development, LLC, a Florida limited liability company, its successors and assigns who acquire all or any portion of the Properties from the Declarant so long as the Declarant assigns such rights of Declarant hereunder, or any one or more of such rights, to any such person or entity by an express written assignment executed by the existing Declarant and recorded in the public records of Duval County, Florida. Declarant may assign all or any portion of its rights

hereunder, or all or any portion of such rights in connection with specific portions of the Properties. In the event of any partial assignment by Declarant, the assignee shall not be deemed the Declarant, but may exercise such rights of the Declarant as specifically assigned to it, if any. Any such assignment may be made on a non-exclusive basis. In any event, any subsequent Declarant shall not be liable for any defaults or obligations incurred by any prior Declarant except as the same are expressly assumed by the subsequent Declarant.

Section 8. DECLARATION. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions together with all amendments and modifications thereof.

Section 9. LAKE. "Lake" shall mean the stormwater detention areas labeled Lake/Stormwater Management Facilities or other similar designation on the Plat.

Section 10. LOT. "Lot" shall mean and refer to any Lot shown upon the Plat and all other Lots shown on any future recorded plat of the Properties or any other lot created upon any real property annexed to this Declaration and brought within the jurisdiction of the Association.

Section 11. OCCUPANT. "Occupant" shall mean and refer to the person or persons other than the Owner in possession of a Lot and the residential dwelling thereon.

Section 12. OWNER. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. PERIMETER FENCE. "Perimeter Fence" shall mean and refer to walls or fencing installed at the Declarant's direction along portions of the perimeter of the Properties (whether or not actually located on the Properties).

Section 14. PLAT. "Plat" shall mean and refer to the Plat of Cherry Lakes according to Plat thereof recorded in Plat Book 71, pages 186-192 of the public records of Duval County, Florida, and any future recorded Plat of the Properties as hereinafter defined.

Section 15. PROPERTIES. "Properties" shall mean and refer to the real property described on the Plat and such additional property that may hereafter be annexed to this Declaration and brought within the jurisdiction of the Association.

Section 16. ROADWAYS. "Roadways" shall be all roads, drives and streets reflected on the Plat (including any future Plat of the Properties) that are intended for purpose of vehicular traffic.

Section 17. STORMWATER MANAGEMENT EASEMENT. "Storm Water Management Easement" shall mean and refer to that portion of the Properties described as Drainage Easements or similar designation on the Plat upon which a nonexclusive and perpetual easement shall exist in favor of the City of Jacksonville and/or the St. Johns River Water Management District for the purpose of storm water management and in favor of the Association for the purpose of maintenance of the storm water management system.

Section 18. STORMWATER MANAGEMENT SYSTEM. "Storm Water 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 4OC-4, 4OC-4O, or 4OC-42, F.A.C. or other applicable laws.

Section 19. STREETSCAPE EASEMENT. "Streetscape Easement" shall mean that portion of the Roadways located in any cul-de-sacs or islands upon which area improvements shall be constructed or placed by Declarant thereon, including without limitation, curbs, landscaping, lighting, sculpture and irrigation systems, the repair and maintenance whereof shall be the obligation of the Association, as hereinafter provided.

ARTICLE II - MEMEBERSHIP AND VOTING RIGHTS

Section 1. MEMBERS. The Declarant, so long as it shall hold title to one Lot, and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership from any Lot.

Section 2. VOTING RIGHTS. The Association shall have two classes of voting membership:  
Class A. Class A members shall be all owners of Lots (with the exception of the Declarant until the Class B membership shall cease to exist at which time Declarant shall convert to Class A membership), and such Owners 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 Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
- (b) On December 31, 2032

The Class B membership may be voluntarily converted to Class A membership at any time by the Declarant.

Section 3. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the Bylaws of the Association: PROVIDED, HOWEVER, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws of the Association, this Declaration shall control.

ARTICLE III  
COVENANT FOR MAINTENANCE  
ASSESSMENTS AND CAPITAL CONTRIBUTIONS

Section 1. CREATION OF THE LIEN; PERSONAL OBLIGATION OF ASSESSMENTS AND CAPITAL CONTRIBUTIONS. 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 assessments or charges;
- (b) charges for capital contributions and
- (c) special assessments.

Such annual and special assessments and capital contributions shall be established and collected as hereinafter provided. The annual and special assessments and capital contributions, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment and charge for capital contribution is made. Each such assessment and charge for capital contribution, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the party who is the Owner of such Lot at the time when the assessment or the charge for capital contribution falls due. In the event there is more than one owner of any given Lot, all owners of such Lot shall be jointly and severally liable for the entire amount of such assessment and capital contribution. The personal obligation for delinquent assessments and charge for capital contributions shall not pass to a successor in title to the Lot unless expressly assumed by them; however, the continuing lien against any portion of the Properties shall not be extinguished or affected by a conveyance thereof, unless otherwise provided herein.

Section 2. PURPOSE OF ANNUAL ASSESSMENTS AND CHARGE FOR CAPITAL CONTRIBUTIONS. The annual assessments levied by the Association and charge for capital contributions shall be used to enable the Association

- (a) to provide for construction, improvement and maintenance of the Entrance Area, Recreation Area, Streetscape Easement, and the Stormwater Management Easement as such may be constructed and/or improved from time to time as provided for herein, including without limitation electrical lighting, signage, sculpture, irrigation, landscaping, and construction, maintenance and repair of all of the foregoing;
- (b) to provide for construction, maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District. The Association shall be responsible for the construction, maintenance, operation and repair of the stormwater management system(s). 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 River Water Management District. The Association shall be responsible for such construction, maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St John's River Water Management District;

- (c) to provide for improvement and maintenance of the roadway improvements as the Declarant and/or the Association shall be obligated to maintain or repair pursuant to the terms of that certain Permit and Hold Harmless Agreement made or to be made between Declarant and the City of Jacksonville, which obligations the Declarant has transferred to the Association and the Association hereby assumes;
- (d) to provide for all expenses of operating the Association, including without limitation, insurance expense, legal and accounting fees, payroll and general office operating expenses and to pay any and all other things necessary or desirable in the judgment of the Board of Directors;
- (e) to repay funds, together with the interest thereon, borrowed by the Association and used for the purposes referred to herein; and
- (f) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion in a line-item budget the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and expenditure of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portion of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Section 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be Five Hundred Dollars and No Cents (\$500.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership as hereinafter provided.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of a majority 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 as of January annually at an amount not in excess of the maximum amount set forth herein without a vote of the membership. The membership is something

Section 4. SPECIAL ASSESSMENTS. 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 any part of the Stormwater Management Easement area, together with any and all improvements located thereon maintained by the Association, provided that any such assessment shall have the assent of a majority of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Special assessments may also be levied against any Owner of a Lot for expenses incident to the abatement of a nuisance on any Lot or for expenses incurred as a result of enforcing any of the provisions of this Declaration. Such special assessments may be levied at any special or annual meeting of the Board of Directors of the Association. The due dates for any special assessments under this section shall be established by the Board of Directors.

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 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 the first such meeting called, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of 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.

Section 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for each Lot and may be collected on a monthly, quarterly, semiannually

or annual basis as determined by the Board of Directors of the Association provided, however, that special assessments may be levied non-uniformly against one or more Owners as provided in Section 4 subparagraph (c) hereof. Notwithstanding any provision that may be contained to the contrary in this instrument for so long as Declarant is the Owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that Declarant fund any deficit in the annual operating expenses of the Association. Declarant may at any time commence paying such assessments as to all Lots that it owns and thereby terminate its obligation to fund deficits in the annual operating expenses of the Association.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATES. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. Notwithstanding the foregoing, as to vacant Lots purchased directly from Declarant, annual assessments shall not commence until the earlier to occur of (i) completion of construction of a single family residence and subsequent conveyance to a third party who will occupy such residence, or (ii) the first day of the first month following that date which is six (6) months after such Lot is purchased from Declarant. Initial annual assessments shall be paid in advance and 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 shall, upon demand and for a reasonable charge, 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. WORKING CAPITAL CONTRIBUTIONS; DUE DATE. The charge for working capital contribution shall be Three Hundred Dollars and no/100 (\$300.00) for every conveyance of title to any Lot to any person other than Declarant or a Builder. The charge for such working capital contributions shall be due and payable to the Association by the Owner of such Lot at the time of conveyance of title to a Lot to such Owner and such payment shall be accompanied by a copy of the deed evidencing such conveyance. Notwithstanding anything that may be contained to the contrary herein, this provision for working capital contribution shall not apply to any conveyance of a Lot by Declarant to a Builder and shall not apply to any person or entity that acquires title to a Lot as a result of foreclosure of a mortgage or any proceedings in lieu thereof, but upon the subsequent conveyance of such Lot by such Builder or lender the working capital contribution shall be due and payable as aforesaid.

Section 9. LIEN FOR ASSESSMENTS. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Lot in favor of the Association, which shall be evidenced by a recorded claim of lien executed by an officer of the Association. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when such assessment fell due. Such personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

(a) Remedies of the Association.

(i) Personal Obligation. Any assessment not paid within thirty (30) days after its due date bears interest from the due date, at a rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida, nor to be less than ten percent (10%) per annum. The Association may bring an action at law against any Owner personally obligated to pay such assessment, or foreclose its lien against such Owner's Lot. No Owner may waive or otherwise escape liability for the Association's assessments by nonuse of the common areas or by abandonment of such Owner's Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

(ii) Foreclosure. The Association's lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against the Lot that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire

the Lot foreclosed, or to acquire such Lot by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such Lot as an owner.

- (b) Homesteads. By acceptance of a deed or other conveyance of title to any Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the improving and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.
- (c) Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any first mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a first mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said first mortgage. Any assessment extinguished by the foreclosure of a first mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing first mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any first mortgagee of a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such first mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against such Lot, provided such first mortgagee has given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the first mortgagee any duty to collect assessments.

Section 10. EXEMPT PROPERTY. All properties dedicated to and accepted by a local public authority or private utility provider and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments and charge for capital contributions created herein, except however that no land or improvements devoted to dwelling use shall be exempt from the assessments and charge for capital contributions created herein (except as described in Section 6 of this Article).

#### ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE

Section 1. ARCHITECTURAL REVIEW COMMITTEE. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee (the "A.R.C.") composed of three (3) or more persons who need not be Owners. At least one member of the A.R.C. may be an architect or landscape architect (the "Professional Advisor") or, alternatively, the A.R.C. may retain the services of a Professional Advisor to assist the A.R.C. in the performance of its duties. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of (a) the sale by Declarant of all the Lots in the Properties or (b) ten (10) years from the date this Declaration is recorded. Thereafter, the Board of Directors of the Association shall appoint the A.R.C. members. Any references herein to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed except that the Professional Advisor, if any, shall be paid a reasonable fee, and any actual expenses incurred in the performance of his duties, approved by the board of Directors of the Association. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

Section 2. A.R.C. AUTHORITY. Unless the Declarant is designated by this Declaration to regulate a particular design aspect of the Properties, the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property (including without limitation the Entrance Area, the Streetscape Easement or the Storm Water Management Easement) to (a) assure harmony of external designs and location in relation to surrounding buildings and topography, (b) protect and conserve the value and desirability of the Properties as a single family residential community, (c) maintain, to the extent reasonably practical, the exterior design, appearance, and landscaping of the improvements located on the Properties in substantially the same appearance and condition as existed at the completion of construction of the improvements, subject to normal wear and tear that cannot be avoided by normal maintenance, and (d) maintain compatibility of external appearance among the

improvements located on the Properties. The power to regulate includes the power to prohibit, and to require the removal of (when constructed without the A.R.C. approval) those exterior appearances, uses, or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Properties as a single family residential community. The A.R.C. may adopt, rescind and amend reasonable rules and regulations in connection with the foregoing provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration, and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

Section 3. A.R.C. APPROVAL. Except for all construction relating to the initial development of the Properties by Declarant and items installed by Declarant as part of such development, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of any improvements within the Properties unless any structure, use, or activity is expressly permitted by the A.R.C.'s promulgated rules and regulations from time to time in effect. Builders or Owners must contact Declarant or the A.R.C. for current required policies and procedures and submit requests for A.R.C. approval. Applicants will require a refundable deposit of \$2,000.00, as adjusted by CPI. The purpose of this deposit is for the protection of all homeowners by insuring compliance with the A.R.C. requirements and prompt response to requests for action during construction. When the residential construction is complete and all improvements have been approved by the A.R.C., the deposit will be refunded (less any damages withheld at sole discretion of the A.R.C.).

Section 4. CONSTRUCTION OF IMPROVEMENTS. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties nor shall any exterior addition, change or alteration of any structure be made nor shall any radio, television aerial or antenna, satellite dish, or other exterior electronic or electrical equipment or device be installed on the Properties; nor shall any mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the Properties; until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the A.R.C.

Section 5. LAND USE AND BUILDING TYPE. Unless approval in writing is given by Declarant prior to the cessation of Declarant's Class B membership in the Association, and except as authorized by this Declaration, (a) no Lot shall be used except for residential purposes and for associated purposes such as for easements and for storm drainage; (b) no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty—five (35') feet in height and a private garage for not less than two cars; and (c) no building situate on any Lot shall be rented or leased separately from the rental of the entire Lot. No sheds, carports, or auxiliary structures shall be permitted to exist on any Lot except as approved by the A.R.C. The provisions hereof shall not be construed to prohibit the Declarant or any Builder authorized by Declarant from utilizing any residential dwelling for a model home or sales office.

Section 6. MOTORISTS' VISION TO REMAIN UNOBSTRUCTED. No fence, wall, hedge, shrub, bush, tree or other things, natural or artificial, may be placed or located or maintained on any Lot if the location of same will, in the sole judgment and opinion of the A.R.C., unreasonably obstruct the vision of the motorist upon roadways in the Properties.

Section 7. MINIMUM SQUARE FOOTAGE FOR ANY PRINCIPAL RESIDENCE. No residence which is the principal residence on a Lot shall be erected or allowed to remain on any Lot unless the square footage of heated area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 1,200 square feet.

Section 8. SET BACK FOR ALL STRUCTURES AND VIEW EASEMENT. No residential dwelling shall be nearer than fifteen (15') feet to the front Lot line, nor nearer than ten (10') feet to the rear lot line, nor nearer than five (5') feet to any side Lot line. No garage or other structured dwelling shall be nearer than twenty (20') feet to the Lot line.

Section 9. OTHER STRUCTURES. Any equipment, including without limitation, any air conditioning equipment, water softener, or similar equipment, that is located outside shall be enclosed or screened so that such equipment shall not be visible from any contiguous

street or Lot. The material and design of such enclosure shall be subject to the written approval of the A.R.C. No other improvements or structure, whether attached or detached, shall be erected or placed on any Lot without the prior written consent of the A.R.C.

Section 10. LANDSCAPING. In connection with the construction of improvements on any Lot, complete landscaping plans must be approved in advance in writing by the A.R.C., together with the plans and specifications for construction of improvements as described in Section 3 of this Article. No living trees greater than twelve (12") inches in diameter measured four (4') feet above the natural surface of the ground may be removed without the written approval of the A.R.C. Any person removing trees in violation of this covenant may be subject to a special assessment for mitigation as determined by the A.R.C. In the event that an Owner deems it necessary to remove a tree because it is dead, damaged, or the failure to remove it could result in significant injury or damage to person or property, such Owner shall obtain from a qualified landscape architect, tree surgeon or removal specialist, a statement that the tree is in fact dead, damaged or has the potential to cause injury, which statement must be accepted and approved by the A.R.C. prior to the tree's removal. No artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain on any Lot. Natural areas as part of an overall landscaping plan must be approved by the A.R.C. No grading, filling, or other alteration of any Lot shall be undertaken at any time without the prior written approval of the A.R.C. The provisions of this Section 10 shall not be binding upon the Declarant.

Section 11. NO OVERHEAD WIRES. All telephones, electric and other utility lines and connections between the main utility lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers. The Declarant has provided underground conduits to serve each Lot extending from the applicable transformer to a point at or near a Lot line, and such conduit from the transformer to each Lot shall be, become and remain the property of the Owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those wires in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence or other building on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. The Owner, from time to time, of each Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transferor to the residence, building, or other improvements on his Lot.

Section 12. COMPLETION OF COMMENCED CONSTRUCTION. When the construction of any approved building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved under Article IV hereof must be completed within eight (8) months after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. At the commencement of 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 the driveway. Such vehicles shall not be parked at any time on the street or upon property other than the Lot on which the construction is proceeding. The owner of any Lot during construction shall be personally liable to repair any and all damage to curbs, gutters, driveways, sidewalks, and pavement within the subdivision caused or occasioned by such construction and all such damage shall be repaired as soon as practicable but no later than within ten (10) days after such damage. Upon the failure of such Owner to timely repair such damage, the A.R.C. may cause such repairs to be made under and resort to the remedies provided by Article VII hereof.

Section 13. FENCES. No hedges, fences, walls, screens or similar structures may be erected on a Lot, unless and until the location, quality, style, color, and design have been first approved in writing by the A.R.C. In general, privacy fences, walls, and hedges shall be permitted only from the edge of the front wall of the dwelling extending to the side lot line and then to the rear property line of such Lot, except that A.R.C. approval shall not be required for reconstruction, maintenance and repair of the wall lying within the Entrance Area. The A.R.C. shall grant approval for fences, walls, and hedges only when necessary or practical in the opinion of the A.R.C. to provide privacy from highly trafficked streets, parking lots, driveways, and other areas. Except as approved by the A.R.C., no fence, wall, or hedge may exceed six (6') feet in height above the natural grade of a Lot. No chain link, barbed

wire, or other forms of wire fences are permitted. No wood fences are permitted. All fences must be constructed of either six (6) foot tan vinyl privacy or four (4) foot black aluminum picket, and in a manner consistent with designs established by the A.R.C. and all fences must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of the A.R.C.

Section 14. DRIVEWAYS AND SIDEWALKS. Each owner of a single family residence upon a Lot shall construct, or cause to be constructed at his expense prior to occupancy of any such residence, a driveway extending from the paved portion of the abutting street to the garage entrance accompanying such residence; no ribbon or strip driveways shall be constructed out of concrete unless the written approval of the A.R.C. is first obtained.

Section 15. DRAINAGE EASEMENTS AND STORM/SURFACE WATER MANAGEMENT.

- (a) Developer has granted Drainage Easements upon portions of Lots located within the platted portion of the Properties, for the purpose of draining the flow of excess surface water, if any, found upon a Lot from time to time. Each Owner of a Lot encumbered with a drainage easement, including any Builder, agrees to maintain these Drainage Easements in accordance with the Neighborhood Grading and Drainage Plan approved by the City of Jacksonville, a copy of which is on file with the Association. Any damage to the Drainage Easements, whether caused by natural or manmade phenomena, shall be repaired and the Drainage Easements returned to their former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Easements are located. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. 150521-1 authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit.
- (b) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to construct, operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to construct, operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association will have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Section 16. APPLICATIONS. All applications to the A.R.C. must be in writing and accompanied by detailed and complete plans and specifications. If the A.R.C. does not approve or disapprove any application in writing within thirty (30) days after receipt of a completed application including the \$45.00 deposit as adjusted by CPI, the A.R.C.'s approval will be deemed given as to all applications not prima facie in violation of the terms of this Declaration. In all other events, the A.R.C.'s approval must be in writing.

Section 17. INSPECTION. The A.R.C. or its designate shall inspect the construction after completion to assure compliance with approved plans and specifications and shall issue a certificate of compliance; provided, however, if such construction is not compliant, then it shall report to the Board of Directors specifying the matters of noncompliance. The Board of Directors shall consider the matters of noncompliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the noncompliance or requiring the Owner to correct the noncompliance items.

Section 18. LIMITED LIABILITY. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Declarant or the Association, neither the Declarant, the A.R.C. members, the Board of Directors, the Professional Advisor, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter

of any such reviews inspections, consents, or required approval whether given, granted, or withheld.

ARTICLE V  
USE RESTRICTIONS

Section 1. NO PARKING OF WHEELED VEHICLES, BOATS, ETC. No wheeled vehicles (excluding automobiles and vans bearing no commercial signs) of any kind, including but not limited to, camper trailers, recreational vehicles, motor homes, mobile homes, boat trailers, boats, motorcycles, or any other objects shall be kept or parked on any Lot or street shown on the Plat or any future Plat of the Properties. However, any such vehicle or objects may be kept (i) if completely inside a garage attached to the main residential dwelling provided the garage door is closed except for entry and exit or (ii) if within the rear or side yard of a Lot provided the same are totally screened by a privacy fence approved by the A.R.C. Private automobiles and vans (bearing no commercial signs) of a Owner or the lawful occupants of a residential dwelling, may be temporarily parked on the driveway of a Lot so long as such vehicles are parked to the rear of the front wall of the residence located upon the Lot. No vehicle of any kind may be parked or permitted to remain on the grassed area of any Lot, except in fenced in areas as hereinabove stated. Commercial vehicles may be parked in driveways during the times necessary for pickup and delivery services, and solely for the purpose of providing such service to Lot Owners, their guests, invitees or of the lawful occupants of a Lot. Repairs of wheeled vehicles of any kind, boats and boat trailers, etc., outside of a closed garage, is prohibited. Nothing contained herein shall be construed to prevent any Builder, subcontractor or supplier to park trucks or other commercial vehicles of any kind on any Lot or street during the course of development of the Property or construction or reconstruction of a residential dwelling.

Section 2. SHEDS, SHACKS, OR TRAILERS. No shed, shack, trailer, tent, barn, basement, outhouse, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot provided; however, a party tent may be erected on any Lot for period of not more than forty-eight (48) hours. However, this paragraph shall not prevent the erection of a temporary office and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Without the written approval of the Declarant, no contractor or salesperson shall maintain for longer than eight (8) months a trailer or portable construction shack used in connection with the construction or sale of houses being built in the subdivision on any Lot; all such temporary construction trailers or shacks shall be maintained in an attractive and clean design. The provisions hereof shall not be construed to prohibit the Declarant or any Builder from utilizing any residential dwelling for a model home or sales office. Sheds must be approved by the ARC and shall be no larger than 144 square feet.

Section 3. RESIDING ONLY IN RESIDENCE. No basement, garage or any outbuilding of any kind other than a guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently, except that a construction trailer may be used for office purposes during the period of construction of the main residence.

Section 4. SIGNS.

- (a) No sign of any character shall be displayed or placed upon any Lot except for the following, (i) "FOR RENT" or "FOR SALE" signs, which signs must refer only to the particular premises on which displayed, and must be of materials, size, height and design approved by the A.R.C., which approval shall not be unreasonably withheld, and (ii) those signs required by law or statute. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from Declarant or the Association.
- (b) Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwelling, model houses and other structures as the Declarant may deem advisable for development, sales or rental purposes.
- (c) Notwithstanding anything contained herein, the Declarant, the A.R.C. or their designated representatives or any person having the right to enforce this Declaration may enter upon any Lot and summarily remove any signs which violate the provisions of this Section and such entry and abatement, correcting or removal shall not be deemed a trespass or make the Declarant, the A.R.C., their designated representatives, or any person having the right to enforce this Declaration, liable in anywise for any damages on account thereof.

Section 5. PETS. Not more than two dogs or two cats or four birds or four rabbits may be kept on a single Lot for the pleasure and use of the occupants; no animals shall be kept for any commercial or breeding use of purpose. If any animal becomes dangerous or an annoyance or nuisance in the neighborhood or to nearby property or destructive of wildlife, such animal may not thereafter be kept on the Lot. Birds and rabbits shall be kept caged at all times.

Section 6. UPKEEP AND MAINTENANCE OF DWELLING AND LOTS. Each Lot Owner shall prevent the occurrence of any unclean, unsightly or unkempt conditions of buildings or grounds of any Lot, which shall tend to decrease or adversely affect the aesthetic appearance of the development or specific areas therein.

Section 7. NO OFFENSIVE ACTIVITIES. No illegal, noxious or offensive activity shall be permitted or carried on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be permitted to be on any part of any Lot or road right-of-ways. All garbage shall be kept in covered receptacles in places on the Lots as determined and approved by the A.R.C. No garbage receptacle shall be placed on the roadsides of the Properties for collection earlier than the morning of collection and all garbage receptacles must be promptly removed from public view after garbage collection but in no event later than sundown on the day of collection. No clothing or any other household fabrics shall be hung in the open on any portion of any Lot.

Section 8. WINDOWS, AIR CONDITIONING, UNITS, FANS. No window air conditioning units, window fans, or exhaust fans shall be installed or permitted to remain on any residential dwelling constructed on any Lot.

Section 9. WINDOW COVERINGS. No plastic, foil or similar material shall be permitted on any window of a residential dwelling constructed on any Lot.

Section 10. WELL LIMITATION, WATER SERVICE AND SEWER DISPOSAL. The City of Jacksonville, or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. Irrigation wells may be dug or drilled on any of the Lots to provide water for use upon the Lot; however, no water shall be used within any structure built upon a Lot except potable water, which is obtained from the City of Jacksonville, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines owned or controlled by the City of Jacksonville, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system.

Section 11. WATER AND SEWAGE REGULATIONS. All Lots and the dwellings thereon are subject to all rules and regulations relative to water and sewage rates, usage, rights, privileges and obligations regarding such service as may be adopted from time to time by Jacksonville Electric Authority, its successors and assigns, and the City of Jacksonville.

ARTICLE VI  
EASEMENTS

Section 1. (a) The Declarant hereby reserves for itself, its successors and/or assigns, including without limitation the Association, a perpetual, and alienable easement privilege and right on, over and under (i) the easements, if any, shown on the Plat of Cherry Lakes to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, water, drainage, sewage, and other conveniences or utilities (whether such easements are shown on said Plat to be for drainage, utilities or other purposes), (ii) that unpaved portion of roadways located in the cul-de-sacs or islands for the purpose of establishment, maintenance and repair of curbs, landscaping, lighting and irrigation systems, or such other improvements as shall be constructed or placed by Declarant thereon and (iii) the front 20 feet of each Lot adjacent to roadways for the purpose of maintenance and repair of the stormwater management system located therein. No Owner shall have the right to diminish, remove, augment, or enhance any decorative planting within any easement areas without the consent of the A.R.C. having been first obtained. Such decorative plantings shall be maintained by the Association. Declarant may at any time transfer its easement right and all other rights and obligations under this paragraph to the Association and upon such transfer Declarant shall be released from all maintenance obligations, if any, which may exist hereunder. The Owners of

the Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mainlines, landscaping, lighting, or other equipment or facilities placed on, over or under the Properties which is subject to said privileges, rights and easements.

(c) Within the aforesaid mentioned easements, no structure, planting or other material shall be placed or permitted to remain which may impair drainage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it, shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, the utility company or the Association is responsible.

(d) Swimming, boating, fishing, introducing waterfowl or marine life, dumping or discharging substances, operating watercraft except for any watercraft used by the Association for maintenance, care and repair is prohibited in the Lake as defined above within the Lake and Drainage Easement Tract on the Plat. The Association, the Declarant and Builders are not liable for any potential damage or injury caused by or resulting from an owner's, tenant's, guest's, or invitee's unauthorized use of the Lake and drainage easement tracts.

Section 2. Declarant and its successors and assigns shall have the sole and exclusive right to operate and maintain, all improvements located within the Entrance Area, including without limitation the right to plant, replant, irrigate, landscape, trim, edge, fertilize, spray with insecticide and mow all plantings from time to time located within the Entrance Area.

Section 3. Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved in, under, over and through all street, roads, drives, courts, lanes, ways and rights-of-way on the aforesaid recorded Plat. Such easements are reserved for the benefit of those portions of the Properties that are owned by Declarant and for the benefit of any lands that Declarant may hereafter add to the Properties as otherwise reserved herein. These easements shall be terminable in whole or in part by a local public authority or utility of the applicable easement area.

ARTICLE VII  
MAINTENANCE BY ASSOCIATION

Section 1. The Association shall have the duty and obligation to construct, repair and maintain the Entrance Area, the Recreation Area, the Streetscape Easement and the Stormwater Management Easement and all improvements located therein as such may be improved from time to time as provided for herein, including without limitation electrical lighting, signage, sculpture, irrigation, landscaping, walls and fences.

Section 2. The Association shall have the duty and obligation to provide for construction, maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District. The Association shall be responsible for the construction, maintenance, operation and repair of the stormwater management system(s). 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 River Management District. 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.

The Developer has constructed a Drainage Swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage

Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

Section 3. In the event any Owner shall fail to or refuse to perform any maintenance required hereunder, the Board of Directors of the Association may serve written notice upon such Owner demanding that such Owner perform the maintenance required hereunder within fifteen (15) days after date of notice thereof by certified mail, postage prepaid to such Owner's address as shown by the records of the Property Appraiser of Duval County, Florida. If, after the expiration of such fifteen (15) day period, such Owner has failed or refused to comply with the demands stated in the written notice, then the Association may cause such maintenance to be made, and the Association shall be entitled to levy a special assessment against the Owner of such Lot for the cost of such maintenance. Such assessment shall in every respect constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lot.

Section 4. ACCESS FOR MAINTENANCE. Declarant, Association, their authorized agents and assigns are hereby granted a perpetual easement for ingress and egress over any Lot located in Cherry Lakes for the purpose of inspecting and performing maintenance in accordance with the terms of this Declaration or performing any maintenance as required under this Declaration, in the event the Owner of such Lot shall fail or refuse to perform such maintenance.

ARTICLE VIII  
GENERAL PROVISIONS

Section 1. ASSOCIATION MAY CORRECT VIOLATIONS. Wherever there shall have been built or there shall exist on any Lot any structures, building, thing or condition which is in violation of any provision of this Declaration, the Association shall have the right, but no obligation, after ten (10) days written notice has been given to the Lot Owner of such violation, to enter upon the Property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way for any damages or account thereof.

Section 2. DECLARANT MAY DESIGNATE A SUBSTITUTE. The Declarant shall have the sole and exclusive right at any time, 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 Declarant by any part or paragraph of this Declaration or under the provisions of said Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the Association. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in the Association except in the event aforesaid.

Section 3. AMENDMENTS – RELEASE BY DECLARANT. The Declarant reserves and shall have the sole right (a) to amend this Declaration, (b) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions, and easements applicable to a particular Lot, PROVIDED, HOWEVER, that any amendments or additions to this Declaration shall conform to the general purposes and standards of the provisions herein contained, and (c) to release any Lot from any of the provisions of this Declaration which have been violated (including without limiting the foregoing violations of building restriction lines, setback lines, and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violations to be minor and insubstantial.

Section 4. AMENDMENT WITH CONSENT OF OWNER AND EFFECTIVE PERIOD. In addition to the rights of Declarant as set forth in Section 3 above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy five (75%) percent of the Lot Owners and by Declarant until the Class B membership of the Declarant in the Association shall cease, and thereafter by an instrument signed by not less than sixty (60%) percent of the Lot Owners. Any amendment must be recorded.

Section 5. ANNEXATION BY DECLARANT. Additional property may be made part of the Properties, at Declarant's sole discretion, until the Class B membership of the Declarant in the Association shall cease. No consent to such annexation shall be

required from any other party. Such annexed additional property shall be brought within the provisions and applicability of this Declaration by recording an amendment or supplemental declaration to this Declaration in the public records. The amendment or supplemental declaration shall subject the annexed property to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed property were described herein as a portion of the Properties as originally recorded.

Section 6. AMENDMENT – STORMWATER MANAGEMENT SYSTEM. Any amendment to this Declaration which alter any provision relating to 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.

Section 7. LEGAL ACTION ON VIOLATION. If any person, firm, corporation or other entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for Declarant, the Association or Owner to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration and (b) prosecute proceedings in equity for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, the Association or any Owner to enforce any covenant or restrictions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior or subsequent thereto. Declarant and Association shall not have any liability to any Owner, mortgagee, or tenant for failure to enforce any of the provisions of this Declaration. Any Owner found in violation of any of the provisions of this Declaration shall be obliged to pay a reasonable attorneys' fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All provisions of this Declaration shall be deemed several and independent. The invalidity of any of the provisions of this Declaration shall in no way impair the validity of the remaining provisions or any part hereof.

Section 8. ENFORCEMENT. The St. Johns River Water Management District shall have 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.

Section 9. CPI. Whenever indicated in the Declaration that a specific dollar amount is to be adjusted by the CPI, unless limited by law or by the specific text hereof or unless held to be unconscionable, such amounts shall be increased from time to time by application of a nationally recognized consumer price index using the date of recordation of the Declaration as the base month and year. The index used shall be that published by the United States Department of Labor, Bureau of Labor Statistics, designated as "Consumer Price Index, all urban consumers, United States, 1982-84 = 100, all items". If the Bureau of Labor Statistics shall change the method for determining the consumer price index or in the event the Bureau of Labor Statistics shall cease to publish said statistical information and it is not available from any other source, public or private, then the Board of Directors shall choose a reasonable alternative to compute such increases.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2018, by Declarant, acting by and through its undersigned officer who is thereunto duty authorized.

Signed, sealed and delivered in the presence of:

Mary Victoria Hale  
M. Victoria Hale  
Print Name

J. Hawley Smith, Jr.  
J. Hawley Smith, Jr.  
Print Name

DECLARANT: CHERRY LAKES DEVELOPMENT, LLC, a Florida limited liability company

By: [Signature]  
Print Name: John N. Day  
Its: Manager

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of NOVEMBER, 2018, by John N. Day, Manager of Cherry Lakes Development, LLC, a Florida limited liability company, on behalf of the company, and who is personally known to me.

Donna Passmore  
Notary Public  
DONNA PASSMORE  
Print Name  
My commission expires: 10/12/19

