

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GROVE PARK UNIT 4-A

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GROVE PARK UNIT 4-A ("Declaration"), is made this 21 day of MAY, 1992, by GROVE PARK UNIT 4-A, Ltd., a Florida limited partnership, whose mailing address is 118 West Adams Street, Suite 3A, Jacksonville, Florida 32202 ("Developer").

WITNESSETH:

WHEREAS, Developer is the owner in fee simple of certain real property in Duval County, Florida, more particularly described in exhibit A attached hereto and made a part hereof ("Property") and intends to develop thereon a planned development community to be known as GROVE PARK UNIT 4-A; and

WHEREAS, Developer has subdivided all or a portion of the Property into single family residential lots; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Property and for the care and maintenance of the "Maintained Property" (hereinafter defined) and to this end, Developer has caused the Grove Park Unit 4-A Homeowners Association, Inc., ("Association") to be formed into which there has been and will be delegated and assigned: (i) certain powers and duties of operation, administration, maintenance and repair of portions of the Property; (ii) enforcement of the covenants and restrictions contained herein relating to the Property including, but not limited to, the "Lots" (hereinafter defined); and (iii) the collection and disbursement of "Association Expenses" (as hereinafter defined).

WHEREAS, Developer desires to commit the Property to certain covenants and restrictions as hereinafter described.

NOW, THEREFORE, in consideration of the premises and covenants herein contained Developer declares that the Property is and shall be owned, held, used, transferred, sold, conveyed, and occupied subject to the covenants, conditions and restrictions contained herein (sometimes referred to as "Covenants and Restrictions"), all of which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property, shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their respective heirs, successors and assigns and which shall inure to the benefit of each Owner of a Lot within the Property.

ARTICLE I. DEFINITIONS

Section 1. Assessment. "Assessment" as used herein shall mean and refer to the fractional share of the total Association Expenses assessed annually by the Association against a particular Lot and its Owner.

Section 2. Assessment Period. "Assessment Period" shall be the same period as a calendar year, from January 1 to December 31 of any given year.

Section 3. Homeowners Association. "Homeowners Association" shall mean and refer to Grove Park Unit 4-A Homeowners Association, Inc., a Florida corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, and its successors and assigns. The Association is a corporate entity and Owners by their acceptance of a deed conveying property within Grove Park Unit 4-A thereby acknowledge the valid corporate existence of the Association and do further covenant and agree thereby to respect the corporate identity of the Association notwithstanding that Developer may appoint and/or elect the majority of the Association Directors of such corporate entity.

Section 4. Association Articles. "Association Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 5. Association Bylaws. "Association Bylaws" shall mean and refer to the Articles of Incorporation of the Association.

Section 6. Association Directors. "Association Directors" shall mean and refer to the Association's Board of Directors.

Return to:

Prepared by:  
LEONARDO J. MAJMAN  
Rogers, Tenen, Foley, Jones & Co.  
1301 Gull Lane, Suite 1800  
Jacksonville, Florida 32207

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Section 7. Association Expenses. "Association Expenses" shall mean and refer to the expenses and charges described in this Declaration incurred or to be incurred by or collected or to be collected for and/or by the Association and assessed against the Lots and the Owners thereof.

Section 8. Committee. "Committee" shall mean the Architectural Design Control Committee.

Section 9. Developer. "Developer" shall mean and refer to Grove Park Unit 4-A, Ltd, a Florida limited partnership or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it.

Section 10. Lot. "Lot" shall mean and refer to any plot of land designated as a lot upon the recorded subdivision plat of the Property.

Section 11. Maintained Property. "Maintained Property" shall mean and refer to the environmentally protected areas, drainage outfalls and retention ponds (for drainage retention) which may be a part of the Surface Water or Stormwater Management Systems as may be shown on the "Plat" of the Property. The definition of Maintained Property shall also include such additional property, if any, intended for the common use and enjoyment of the Members, as may from time to time be designated as such by amendment to this Declaration.

Section 12. Member. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 1 of Article II hereof and the Association Articles.

Section 13. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property including contract sellers, but excluding those having such interests merely as security for the performance of an obligation. The term "Owner" shall not mean or refer to any mortgagee or grantee or beneficiary under a mortgage or security deed unless and until such mortgagee, grantee or beneficiary has acquired title pursuant to foreclosure or any proceeding or conveyance in lieu of foreclosure.

Section 14. Plat. "Plat" shall mean and refer to the plat GROVE PARK UNIT FOUR-A, according to the Plat thereof, recorded in Plat Book 47, at Page 36 & 36A of the Public Records of Duval County, Florida.

Section 15. Property. "Property" shall mean and refer to that certain real property described on Exhibit A attached hereto and made a part hereof which is committed hereto by this Declaration.

Section 16. Surface Water or Stormwater Management System. "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 degradations, 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, Florida Administrative Code.

Section 17. Turnover Date. "Turnover Date" means ninety (90) days after Developer no longer owns any Lots within the Property.

#### ARTICLE II. MEMBERSHIP AND VOTING RIGHTS IN THE Association

Section 1. Membership. Every Owner of a Lot in the Property shall be a Member of the Association and, by acceptance of a deed or other instrument evidencing his ownership interests, and whether or not stated therein, each Owner accepts his membership in the Association, acknowledges the authority of the Association as stated in this Declaration as the same may be amended or supplemented from time to time and agrees to abide by and be bound by the provisions hereof and the documents reference herein. In addition, the family, relatives, guest, licensees, invitees and lessees of the Owners and the family, relatives, guests, licensees, invitees and sublessees of lessees shall, while in or on any part of the Property, abide by and be bound by the provisions hereof. Such membership shall be coincident with the ownership of the Lot, and shall not be separately transferable. Membership shall cease upon the transfer or termination of ownership. Persons or entities who or which own a Lot merely as security for the performance of an obligation shall not be Members of the Association; rather, the beneficial owner in such cases shall be the Member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

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Class A - Class A Members shall be all Owners who have taken title to one or more Lots from the Developer, or from a successor in title to the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold an interest. When more than one person holds such an interest in a Lot, all such persons shall be Members, provided, however the vote for such Lot shall be exercised as they determine and in no event shall more than one vote be cast with respect to any Lot.

Class B - The Class B Member shall be Developer, which shall be entitled to a number of votes equal to all of the Class A votes, as they exist from time to time, plus one (1). Class B membership shall terminate on the Turnover Date.

Section 3. Membership and Voting Procedure. The Association Articles and Association Bylaws shall more specifically define and describe the procedural requirements for Association membership meetings and voting procedures; provided they shall not substantially alter or amend any of the rights or obligations of the Developer as set forth herein.

ARTICLE III. COVENANT FOR MAINTENANCE ASSESSMENTS/ASSOCIATION  
MAINTENANCE OBLIGATIONS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, and (2) special Assessments; such Assessments to be established and collected as hereinafter provided. The annual and special Assessments, together with interest, costs, and reasonable attorney's fees, shall be deemed an Association Expense and shall be a charge on the Member's Lot from the date of recording of a Claim of Lien as hereinafter set forth. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them; however, the delinquent Assessment shall remain a lien against the Lot until paid. Developer shall not be subject to Assessments for any Lot or any acreage it owns and that is or may become subject to this Declaration. Developer may assign this exemption right to any entity which obtains a portion of the Property for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for payment of costs of maintenance of the Maintained Property and such other matters as are more fully set forth in the Association Articles and Association Bylaws.

Section 3. Special Assessments. In addition to the annual Assessments authorized above, the Association Directors may levy, in any Assessment year, a special Assessment applicable to that year only for expenses incurred by the Association for a matter that was unanticipated or deemed an emergency and of immediate necessity by the Association Directors.

Section 4. Uniform Rate of Assessment. All Lots subject to a particular Assessment shall be assessed on an equal basis. Assessments relating to services or matters affecting and unique to only certain Lots may be assessed against the affected Lots only. Assessments on Lots will be collected on an annual basis in advance.

Section 5. Date of Commencement of Annual Assessments/Assessment Due Dates. The Assessments provided for herein shall commence as to each Lot on the first day following the conveyance by Developer, its successor or assigns to the respective Owner. The first Assessment shall be prorated in accordance with the number of days remaining in the year of closing. The initial assessment shall be Ten Dollars (\$10) per annum which rate may be adjusted annually by the Association Directors at least thirty (30) days in advance of each annual Assessment period and written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates for the Association's Assessments shall be established by the Association 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 6. Effect of Nonpayment of Assessments/Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. Said Assessment shall attach and become a lien against the Owner's Lot from and after the date of recording of a Claim of Lien in the Public Records of Duval

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County, Florida stating the amount of the unpaid Assessment and interest thereon through the date of recording of said Claim of Lien. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the property of the Owner.

Section 7. Subordination of the Lien to Mortgages. The lien of the Assessment provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien for such unpaid Assessment was recorded prior to the recordation of such first mortgage. Any party taking title to a Lot by virtue of the sale or transfer of such Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall not be responsible for payment of Assessments which became due prior to such sale or transfer, unless the same were secured by Claim of Lien recorded prior to the mortgage. Any Assessments which are waived by virtue of a person taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Members of the Association as an Association Expense. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 8. Association Maintenance Obligations. The Association shall be responsible for the maintenance, operations and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System 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. The Association shall be responsible for such maintenance and operations. 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.

#### ARTICLE IV. COVENANTS AND RESTRICTIONS

In consideration of the benefits hereinafter contained Developer does hereby declare that the Property including, but not limited to, each Lot shall at all times be used, constructed, occupied and held subject to the land use covenants as follows:

Section 1. Architectural Review. No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected, altered, maintained or permitted to remain upon the Property, nor shall any exterior addition to or change or alteration, including painting, therein be made, nor shall any alteration made to the existing landscaping visible from the road right of way or any adjacent Lot or Lots be made, until the plans and specifications showing the nature, kind, shape, height, color, 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 Committee as more particularly set forth in Article V below.

Section 2. Subdivision and Partition. The Developer may resubdivide, or replat, the Property in any way it sees fit for any purpose whatsoever. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each Lot as replatted or resubdivided.

Section 3. Minimum. No home shall be constructed upon the Property with less than Two Thousand (2,000) square feet of heated/air conditioned living space.

Section 4. Residential Use Only. No trade, or business or noxious or offensive trade or activity, in the sole opinion of the Board of Directors, shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 5. Prohibited Structure. No mobile homes, tents, outbuildings or shacks shall be placed on any Lot, except (a) mobile homes may be used temporarily as sales offices and construction offices with the Developer's approval and (b) such outbuildings of not greater than two hundred (200) square feet in size as are constructed in the same style and of the same color, material and exterior finish as the approved principal structure. No garage shall at any time be used as a separate residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No carports shall be permitted.

Section 6. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than two (2) dogs, two (2) cats, and two (2) of other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

Section 7. Clotheslines. No clothes or laundry shall be hung or clotheslines erected in the front yards of any Lots or in any portion of the Lot which is visible from the street.

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Section 8. Releases from Declaration. Where a structure has been erected, or the construction thereof substantially advanced, and it is situated on any Lot as now platted or on any subdivided or replatted Lot in such a manner that the same constitutes a violation or violations of the covenants as set out hereinbefore in this Article IV then, in such event, Developer shall have the right any time to release such Lot or subdivided Lots or building plot, or portion thereof, from the provisions of the covenant which is being violated.

Section 9. Utility Easements. Developer hereby reserves the right to grant subordinate easements to utility companies, governmental bodies and others over all or any portion of the Property for the purpose of carrying out or facilitating construction, installation and maintenance of utility service facilities, drainage facilities and/or road rights of way. Such facilities or road right of ways may benefit land not contained within the Property. No purchaser of a Lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations.

Section 10. No Signs. No signs of any kind, excluding "For Sale" and "For Rent" signs, shall be exhibited in any way on the Property other than those placed or erected by the Developer.

Section 11. Antennae. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless same is not visible from the road.

Section 12. Boats and Motor Vehicles. No boats, recreation vehicle, commercial trucks or vans, pickup trucks, or other truck which has a carrying capacity in excess of 3/4 ton or other motor vehicles, except properly licensed and tagged four-wheel passenger automobiles shall be placed, parked or stored upon any Lot in locations visible from the street. No maintenance or repair may be performed on vehicles except within a garage totally obscured from view of neighboring Lots and the street. The provisions of this section shall not apply to Owners of Lots with construction under process on their particular Lots; prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; apply to a situation where a truck or commercial van becomes disabled, and as a result of an emergency, is required to be parked within Property until it can be towed away; apply to vehicles used in connection with the construction, development or sales activities of developer; or apply to vehicles within a totally enclosed garage.

Section 13. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and completely screened from view, except during pickup, if required to be placed at the curb.

Section 14. Mailboxes. Unless attached to the dwelling, no mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of the Committee.

Section 15. Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property and window or wall air conditioning units shall be prohibited.

Section 16. Window Coverings. Reflecting window coverings treatments are expressly prohibited and only neutral, solid colored window coverings shall be permitted on any building on the Property. The Committee, in its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the Property.

Section 17. Fences. Fences shall be permitted only around the perimeter of the back and side yards extending no closer to the street than the rear of the house. Such fences shall be subject to the prior approval of the Committee.

Section 18. Additional Use Restrictions. The Association or Developer, if any, may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property, as each may deem appropriate.

#### ARTICLE V. ARCHITECTURAL DESIGN CONTROL COMMITTEE

In order to preserve the value and provide for the uniform appearance of Grove Park Unit 4-A, the architectural review and control functions of Developer and the Association herein set forth shall be administered and performed by the Architectural Design Control Committee ("Committee") which shall be established as follows:

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Section 1. The Committee. Initially, the Committee shall consist of not less than three (3) nor more than five (5) members designated by Developer who may be employees of Developer or members of the Association Board, but who need not be Owners or members of the Association Board. Developer shall retain the power to replace such designees and may in its discretion increase the number of members on the Committee. Upon the resignation or replacement of any member of the Committee, the Association Board shall place or cause to be placed in the books of the Association a notice of such resignation or replacement hereof together with a Notice of Appointment as to the successor of the departing Committee member both of which shall be signed by the Developer or its assignee pursuant to subparagraph (a) hereof.

(a) For so long as Developer is entitled to select members of the Committee, Developer may, at Developer's sole discretion and for such period as Developer may determine, assign said right to appoint Committee members to a management or other non-Developer entity. Said assignee shall be solely responsible for the selection and actions of the Committee during the period of assignment. Notice of such assignment shall be given to the Association Board who shall place or cause to be placed such notice in the books of the Association.

(b) Notwithstanding anything herein to the contrary, at such time as Developer no longer owns any portion of the Property, or when Developer voluntarily so elects, whichever shall first occur ("Committee Turnover Date"), Developer shall assign to the Association the right to appoint members of the Committee whereupon the Association Board shall thereafter appoint the members of the Committee.

Section 2. Committee Action. A majority of the members of the Committee may designate a member of the Committee to act for it subject to Developer's approval. Approval or disapproval by a majority of the members of the Committee shall constitute the official approval or disapproval of the Committee. In the event of death or resignation of any member of the Committee prior to the assignment of Developer's right to appoint Committee members pursuant to Section 1(b) hereinabove, Developer shall have the full authority to designate a successor.

Section 3. Requirement of Committee Approval. Except for improvements constructed, installed or placed by or with the approval of Developer and additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Committee and are hereby deemed to conform to the plan of development for Grove Park Unit 4-A, no improvements of any kind including, without limitation, any building, shed, play structure, wall, topographical feature, mailbox, landscaping, fence, swimming pool, or screened enclosure shall be erected, placed or maintained, and no addition, alteration, modification or change to any such improvement shall be made without the prior written approval of the Committee including, but not limited to, painting the improvements on the Lot in a color other than the color originally placed by Developer on the painted surface.

Section 4. Method of Obtaining Committee Approval. In order to obtain the approval of the Committee, two (2) complete sets of plans and specifications ("Plans") for proposed construction shall be submitted to the Committee for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Committee may also require the submission of additional information and materials as may be reasonably necessary for the Committee to evaluate the proposed Plans. The Committee shall review and approve or disapprove all Plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic standards as to the aesthetic quality of materials and workmanship to be used, suitability and harmony of location, structure and external design in relation to surrounding topography and structures and the overall benefit or detriment which would result to the Property as a whole. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features and shall not be responsible for reviewing, nor shall its approval of any Plans or design be deemed approval of, any design or Plans from the standpoint of structural safety or conformance with building or other codes.

Section 5. Approval or Disapproval by the Committee. The Committee shall have the right to refuse to approve any proposed plans which, in its sole discretion, are not suitable or desirable. In approving or disapproving Plans, the Committee shall consider the suitability of the proposed improvements and/or Plans, the site upon which the proposed improvements are to be erected, the harmony thereof with the surrounding area, property, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Committee shall be in writing and shall be sent to the Association Board and to each respective Owner submitting same. In the event the Committee fails to approve or to disapprove in writing any Plans forty-five (45) days



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necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party in such litigation shall be entitled to recover all attorneys' fees in conjunction therewith. The Association shall indemnify and hold harmless the Committee from all costs, expenses and liabilities, including attorneys' fees incurred by virtue of any member of the Committee's service as a member of the Committee.

ARTICLE VI. MISCELLANEOUS

Section 1. Assignment of Developer's Rights. The Developer shall have 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, corporation, trust or other entity as it shall select, any or all rights, powers, easements, privileges, authorities and reservations given to or reserved by the Developer in these covenants and restrictions. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the 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 Owners of a majority of the Lots.

Section 2. Amendments. The process of amending this Declaration shall be as follows:

(a) Until the Turnover Date, all amendments or modifications shall only be made by Developer, which amendment shall be signed by Developer and need not be joined by any other party; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

(b) After the Turnover Date, amendments may be made to this Declaration only by the consent of the majority of the Members and by a majority of the Association Directors' Board. Where an amendment materially and adversely affects the rights of any institutional mortgagee, the consent of said institutional mortgagee shall also be required. Where the rights of two (2) or more institutional mortgagees are affected, then the consent of a majority of the institutional mortgagees shall be required. Consents required pursuant to this Section (b) shall be in writing and attached to the amendment.

(c) Notwithstanding the foregoing, the Association may make amendments to this Declaration in order to correct a scrivener's error or other defect or omission without the consent of the Owners and institutional mortgagees; provided that such amendment does not materially and adversely affect an Owner's property rights and does not, in a material fashion impair the rights or priorities of any institutional mortgagee owner. An amendment effected pursuant to the terms of this Section (c) need be signed only by the Association and, for so long as Developer owns any portion of the Property, Developer.

(d) An amendment to this Declaration made in accordance herewith shall become effective upon its recordation among the Public Records of Duval County.

(e) Notwithstanding the foregoing, no amendment to this Declaration affecting the Surface Water or Stormwater Management Systems shall be effective without the specific written approval of the St. Johns River Water Management District or its successors or assigns.

Section 3. Easements Reserved for Developer. Developer, for itself, its successors and assigns, hereby reserves a non-exclusive perpetual easement and right of ingress, egress, and access on, over, upon, across, through and under any and all portions of the Property which are paved and intended for use as pedestrian or vehicular rights of way. Developer hereby reserves the right to make necessary changes to the drainage system, utility system and rights of way for the benefit of other properties so long as such changes are not materially detrimental to the Property or the owners thereof.

Section 4. Easements Reserved to Developer and Association. Developer, for itself, its successors and assigns, and for the Association hereby reserves and grants a perpetual non-exclusive easement and right of ingress, egress and access on, over, upon, across, through and under all portions of the Property designated as Environmentally Protected Areas on the recorded Plats for purposes of maintenance thereof as needed and/or as required by governmental agencies and for the purpose of establishing and maintaining meandering trails for pedestrian and fishing use.

Section 5. Consent for Additional Covenants. No Lot Owner, without the prior written approval of the Developer, may impose any additional covenants or restrictions on any part of the Property.

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Section 6. Term. This Declaration, as may be amended from time to time, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to the Property and shall remain in full force and effect until January 1, 2022, and thereafter this Declaration shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to January 1, 2022, or within six (6) months preceding the end of any such ten (10) year period, as the case may be, a written agreement amending this Declaration or any part hereof executed by the then owners of a majority of the Lots shown on the Plat of the Property shall be placed of record in the office of the appropriate agency of Duval County, Florida. In the event that such written agreement shall be executed and recorded as provided for above in this section, these original covenants and restrictions, as therein modified, shall continue in force for successive periods of ten (10) years each, unless and until further changed or modified in the manner provided in this Section.

Section 7. Enforcement of Covenants. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these Covenants or Restrictions herein contained, it shall be lawful for the Developer or the Association, or any person or persons owning any Lot on said Property: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition, the Association Directors shall have authority to levy fines for such violations. The St. Johns River Water Management District shall further have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operations and repair of the Surface Water or Stormwater Management System.

The remedies contained in this section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or the Association or any Lot Owner or their respective successors or assigns, to enforce any Covenant or Restriction or any obligation, right, power, privilege, authority or reservation herein contained however long continued shall, in no event, be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

Section 8. Interpretation. In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which will best effect the intent of the general plan of development. The provisions hereof shall be liberally interpreted and, if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

Section 9. Captions. The captions of each paragraph or section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

Section 10. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

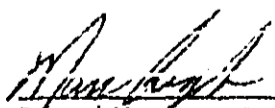
Section 11. Provisions Severable. The invalidation of any provisions or provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions hereof which shall remain in full force and effect.

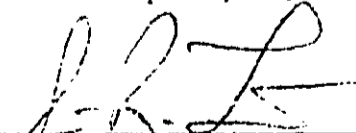
IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants, Conditions and Restrictions for Grove Park Unit 4-A to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GROVE PARK UNIT 4-A, LTD., a Florida limited partnership

By: Schultz Properties, Inc., a Florida corporation

  
Printed Name Mark Anderson

By:   
Scott R. Foster, President

  
Printed Name Helen Breeding

(CORPORATE SEAL)

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STATE OF FLORIDA

COUNTY OF DUVAL

I HEREBY CERTIFY that on this day before me, a Notary Public authorized in the State and County named above to take acknowledgments personally appeared SCOTT R. FOSTER, President of SCHULTZ PROPERTIES, INC., a Florida corporation, on behalf of the Corporation, as general partner on behalf of GROVE PARK UNIT 4-A, LTD., a Florida limited partn, in proper form for recordation and with proper documentary stamps affices theretoership, who signed the foregoing instrument as such person for the uses and purposes therein mentioned and who is (Check one)  personally known to me or  who produced \_\_\_\_\_ as identification and who did not take an oath.

May WITNESS my hand and official seal in the State and County last aforesaid this 21<sup>st</sup> day of May, 1992.

*Anita L. Starke* (SEAL)

Notary Public State of Florida at Large  
Printed Name: Anita L. Starke  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: CC064696



## OFFICIAL RECORDS

## EXHIBIT A

ALL OF GROVE PARK UNIT FOUR-A ACCORDING TO THE PLAT THEREOF,  
RECORDED IN PLAT BOOK 47, AT PAGES 36 & 36A OF THE PUBLIC RECORDS OF  
DUVAL COUNTY, FLORIDA TOGETHER WITH:

TRACT "A"

A portion of the Richard Mill Grant, Section 52, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows: COMMENCE at the Southwest corner of Lot 1, Block 12, Holiday Hill Unit One, as recorded in Plat Book 26, Page 3 of the Current Public Records of said County; thence Southerly along the Westerly line of those certain lands described in Official Records Volume 577, Page 92 of said Current Public Records, run the following three courses and distances: Course 1 - South 17°36'50" West, 100.00 feet to the Point of Curvature of a curve concave Easterly and having a radius of 509.17 feet; Course 2 - thence along and around the arc of said curve, 311.03 feet, said arc being subtended by a chord bearing and distance of South 00°06'50" East, 306.22 feet to the Point of Tangency of said curve; Course 3 - South 17°23'10" East, 100.00 feet to the POINT OF BEGINNING; thence continue South 17°23'10" East, along last said line, 355.00 feet to the Point of Curvature of a curve concave Easterly and having a radius of 559.18 feet; thence along and around the arc of said curve and continuing along last said line, 113.65 feet; said arc being subtended by a chord bearing and distance of South 23°12'31" East, 113.45 feet; thence South 60°58'07" West, 35.00 feet; thence North 26°30'14" West, 124.38 feet; thence South 75°49'29" West, 196.68 feet; thence North 05°14'04" West, 245.40 feet; thence North 05°03'00" East, 109.50 feet; thence North 72°36'50" East, 145.40 feet to the POINT OF BEGINNING.

Containing 1.6961 acres, more or less.

FILED AND RECORDED  
IN PUBLIC RECORDS  
DUVAL COUNTY FLA

92-0060208

CLERK OF CIRCUIT COURT

RECORD VERIFIED  
*[Signature]*

92 MAY 22 PM 4:13