

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR KING OAKS**

THIS DECLARATION is made on the date hereinafter set forth by 0506 KINGS RD GROUP LLC, a Florida limited liability company, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain properties in Duval County, Florida, being more particularly described as

KING OAKS SUBDIVISION, according to the plat thereof recorded in Plat Book 64 pages 176 and 177 of the public records of Duval County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, agreements and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Any person accepting a deed to any portion of the property shall be deemed to have agreed to all of the easements, restrictions, covenants and agreements as set forth herein.

ARTICLE I - DEFINITIONS

1. "Articles" shall mean and refer to the Articles of Incorporation of KING OAKS Owners Association, Inc., a Florida corporation not for profit, attached hereto as Exhibit "A", as may be amended from time to time.

2. "Association" shall mean and refer to the KING OAKS Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

3. "Bylaws" shall mean and refer to the Bylaws of the Association, as may be amended from time to time.

4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a 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.

5. "Properties" and "Property" shall mean and refer to that certain real property hereinabove described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

6. "Future Development Property" shall mean and refer to properties adjacent or contiguous to tile Property which may be annexed to the Property as Declarant may determine. Annexation shall be accomplished by Declarant recording an amendment to this Declaration describing the property to be annexed and any special or different restrictions which may apply to any particular property so annexed.

7. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. including, but not limited to, the stormwater systems to be constructed in accordance with the requirements of the St. Johns River Water Management District., the Department of Environmental Protection and/or the U.S. Army Corps of Engineers, and the areas shown on the recorded plat as "Stormwater Retention Ponds" or "Easements" which connect the Stormwater Retention Ponds with other drainage facilities. The Common Area shall include only those areas conveyed by the Developer to the Association pursuant to the provisions of this Declaration. In addition, Developer shall have the right, but not the obligation to construct recreation areas within certain Lots or lands in KING OAKS or other common areas as the Developer may designate from time to time within the Future Development Property and to include those facilities in the Common Area.

8. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above. "Lot" shall also mean and refer to tracts or metes and bounds parcels used or intended to be used for construction of one single family home.

9. "Declarant" shall mean and refer to 0506 KINGS RD GROUP LLC, and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

10. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C42, F.A.C.

11. "Builder" shall mean and refer to any individual or entity duly licensed and qualified in the State of

Florida for the construction of residential dwellings who purchases a Lot or Lots in the subdivision for the sole purpose of constructing a residential dwelling for sale to an Owner.

12. "Plat" shall mean and refer to that certain real property described in the recorded subdivision plat or plats of the Properties as recorded in Plat Book 64, pages 176 and 177, of the public records of Duval County, Florida. This definition shall be expanded to include any Future Development Property described in any platted property which is annexed as hereinafter provided.

ARTICLE II - PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner and the Association shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility hereafter situated upon any Common Area;

b) the right of the Association to suspend the voting rights and right to use of any recreational facilities, if any, as to any owner for any period during which any assessment against such owner's lot remains unpaid and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility, provided that no such dedication or transfer shall be effective until agreed to by a vote of two-thirds (2/3) of the votes of the Owners of all Lots and unless an instrument has been recorded stating that such a vote was duly held and that two-thirds (2/3) of the votes representing all Lots favored such dedication or transfer.

Provided, however, the granting of an easement, license or permit over the Common Area by the Association shall not be requiring approval as provided herein but may be granted by the Association without further consent of the Owners or its mortgagees.

2. Delegation of Use. Any owner may delegate, in accordance with the by-laws, such owner's right of enjoyment to the Common Areas to tenants, or contract purchasers who reside on the property

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

1. Assessment. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

2. Membership. The Association shall have one classes of voting membership: CLASS A - Class A members shall be all owners, and 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.

ARTICLE IV - COVENANT FOR MAINTENANCE ASSESSMENTS

1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each lot owned within the Properties, hereby covenants, and 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: 1) annual assessments or charges, and (2) special assessments for capital improvements or maintenance, 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 a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. 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 property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties; for the improvement and maintenance of the common areas, perimeter fence, entranceway and islands in roadways, if any; and for the improvement and maintenance of the storm and/or surface water management system. The Association shall be responsible for the maintenance, operation and repair of the surface water and/or stormwater management system and shall have the right to utilize the private easements shown on the plat for such purpose. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. 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. The Association shall execute any minutes or other documents required to cause the permit(s) to be transferred to it from the Declarant, and accepting complete responsibility for the St. Johns River Water Management District permits for the

Property. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment shall be \$10.00 per year per lot.

a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased each year but not more than 20% above the maximum assessment for the previous year without a vote of the membership.

b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum assessment may be increased more than 20% by two-thirds vote of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

4. Special Assessments for Capital Improvements. 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 a capital improvement upon any common area, including fixtures and personal property related thereto; provided that any such special assessment shall have the assent of two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

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 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast 60% of all the votes 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 of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis or as determined by the Board of Directors.

7. Date of Commencement of Annual Assessments. Due Dates: The annual assessments provided for herein shall commence as to all lots on the date of the recording of this Declaration in the public records of Duval County, Florida. No lot owned by the Declarant shall be subject to any assessment. The first annual assessment 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 30 days in advance of each annual assessment period.

Written notice of the annual assessment shall be sent to every owner at the lot address subject thereto. Failure of any Lot Owner to receive said assessment notice shall not be a defense to non-payment of same. 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 or not the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of 18% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property involved, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of such owners lot.

9. Subordination of the Lien to Mortgages. The lien for the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V - LAND USE AND BUILDING TYPE

1. Land Use and Building Type. No one other than Declarant shall use any lot except for residential purposes. Unless otherwise specifically allowed or permitted under these covenants, no structure shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, nor less than 1500 square feet total living space. No outbuilding or other structure at any time situate on said land shall be used as a hospital, sanitarium, church, charitable, religious or philanthropic institution, or for business or manufacturing purposes, and no duplex residence, garage apartment or apartment house shall be erected or placed on or allowed to occupy said land.

2. Declarant's Right to Resubdivide, Replat or Assign. Declarant shall have the right to resubdivide or replat any of the said land owned by it. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes. Declarant shall have the right to assign to any person or corporation its rights and duties under these covenants.

3. Storm/Surface Water Management. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No. **42-031-104239-1** 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, storm drainage retention/detention areas, 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. Specifically, the owners of lots requiring rear lot water treatment pursuant to the terms of the permit shall be responsible for the continuing maintenance and compliance with said permit. In the event that any Owner fails to comply with the terms of the permit, the Association shall have the right to enter upon the premises to bring any Lot into compliance and levy a special assessment against the Lot for any costs incurred as a result thereof. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to 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 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 shall 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.

4. Jurisdictional Areas.

(a) The plat of the Property may depict certain wetland jurisdictional lines and/or environmental buffer zones, and/or conservation easements as established by the St. Johns River Water Management District, Army Corps of Engineers or the Department of Environmental Protection. No Owner shall make any vegetative or topographic alterations to the land lying waterward of such jurisdictional lines and/or within environmental buffer zones and/or lands lying within any conservation easement without obtaining a permit from the applicable agency. Any Owner violating this provision shall indemnify and hold Developer, Builder and Association harmless from all fines, penalties, costs or damages arising out of such violation.

(b) Pursuant to the provisions of Section 704.05(1) A-H) (1) Florida Statutes, restrictions are hereby placed on the Property that all construction, including clearing, dredging, or filling, except that which is specifically authorized by the St. Johns River Water Management District ('PSJRWMD') or which may be authorized by a future SJRWMD Permit, which is waterward of the jurisdictional wetland line and/or within environmental buffer zones of the Department of Environmental Regulation, SJRWMD, and the U. S. Army Corps of Engineers, as flagged by Environmental Professional, Inc. and as may be depicted on the plat(s) of the property or future development property recorded in the public records of Duval County, Florida, is prohibited. The foregoing restriction may be enforced by the SJRWMD. Notwithstanding any other provision, the restriction set forth in this subsection (b) may not be amended without the approval of the SJRWMD.

(c) In addition, in the event that the governmental agencies having jurisdiction over the Property require the granting of a conservation easement over the Property or any part thereof, the Owners of any land subject to the conservation easement shall abide by all restrictions contained therein.

(d) Environmental Permits: This Declaration is subject to the rights of the State of Florida and the United States over any portion of the Property which may be considered wetlands, marshes, sovereignty, or jurisdictional lands and the Developer has obtained certain permits to allow the development of the Property. The U. S. Army Corps of Engineers, the SJRWMD, and the Florida Department of Environmental Protection may have issued permits for the development of KING OAKS. The permit numbers are as follows:

St. Johns River Water Management District Permit(s) **42-031-104239-1** the "permits". The construction period for works authorized by the aforementioned is finite, the permits themselves, with their limitations and prohibitions do not expire. Every lot owner hereby accepts the obligation, responsibility and liability to comply with the requirements and terms of the portion of each permit which relates to the lot owned. The liabilities associated with compliance with their terms and conditions are the lot owner(s) responsibility and obligation. Every owner shall obtain any permit necessary prior to undertaking any dredging, filling, improving, landscaping, or removal of plant life or any other activity whatsoever within any jurisdictional lands and/or lands which are

subject to a Conservation Easement existing on his lot.

(e) The Permits are issued in the name of the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. The Association shall have the right to bring an action, at law or in equity, against an Owner violating such Permits. Provided, however, any Owner owning a lot which contains or is adjacent to jurisdictional wetlands or conservation areas as established by the ACOE or SJRWMD, shall, by acceptance of title to the lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing Permits as such relates to its lot. Except as required or permitted by the aforementioned Permits issued by the ACOE and SJRWMD, no Owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their respective lots, unless and until such activity is authorized by or exempt from the requirements of ACOE and SJRWMD. In the event that an Owner violates the terms and conditions of such Permits and for any reason the Developer or the Association is cited therefore, the Owner agrees to indemnify and hold the Developer and the Association harmless from all costs arising in connection therewith, including without limitation, all costs and attorneys' fees, as well as costs of curing such violation. Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD 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 stormwater management system and/or jurisdictional lands subject to the regulation of the ACOE or SJRWMD. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified, as approved by the SJRWMD. Any amendment to this Declaration which alters the stormwater management system, beyond maintenance in its original condition, including the water management portions of the common property, must have prior written approval of the SJRWMD. Any amendment to this Declaration which amends the responsibilities or obligations of the parties with respect to the ACOE Permit, must have prior written approval of the ACOE. In the event that the Association is dissolved, prior to such dissolution, all responsibility relating to the stormwater management system and the Permits must be assigned to and accepted by an entity approved by the ACOE and SJRWMD.

5. Drainage and Utility Easements. The Declarant hereby reserves unto itself and grants to the Association a perpetual, non-exclusive, alienable and releasable privilege and right on, across and under the ground to construct, maintain and use electric, telephone, wires, cables, conduits, sewer, water mains or pipes, drainage swales or pipes, and other suitable equipment for the conveyance and use of electricity, telephone, water or other public conveniences or utilities as shown on the plat. The granting of easements as contained in this paragraph shall be subordinate to the Declarant's right to assign said easement to Duval County, Florida or other parties should the Declarant desire to assign said easement rights. Additionally, said easements as granted in this paragraph shall be subordinate to the restrictions of the Conservation Easement areas wherever these easements fall into such areas.

6. Enforcement. Any person owning any portion of the above described lands or the St. Johns River Water Management District, its successors or assigns, may institute proceedings at law or in equity against any person or persons violating or attempting to violate any covenants or, in the case of the St. Johns River Water Management District, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system, either to restrain any existing or threatened violation or to recover damages. Additionally, the Association shall have the right but not the obligation to enforce the provisions of this Declaration.

7. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

8. Indemnification. The owner or owners of all lots abutting the storm drainage retention/detention areas within the Property shall, by virtue of having acquired said lots subject to these covenants and restrictions, be deemed to have assumed all of the obligations and responsibilities of Declarant as set forth in the Plat and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in property damage, or any other damage arising from or out of any occurrence in, upon or at or from the storm drainage retention/ detention areas as shown on the Plat, or any part thereof, or occasioned wholly or in part by any act or omission of owners, owners' agents, contractors, employees, servants, licensees, or concessionaires with the property.

9. Reservation for Subdivision Improvements. 0506 KINGS RD GROUP LLC reserves the right to enter any lot for the purpose of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

10. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years. The Declarant reserves and shall have the sole right to: a) amend these covenants and restrictions so long as the Declarant owns at least one (1) lot within the subdivision; b) to amend these covenants and restrictions at any time if, in the discretion of the Declarant, such amendment is necessary to comply with the aforementioned St. Johns River Water Management District permit; c) to waive as to any lot any provisions of the covenants and restrictions; and d) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) If Declarant, in its sole opinion, deems such violations to be insubstantial violations or if Declarant, in its sole opinion, deems such violations necessary for construction and/or sales. Declarant may

assign its right to waive such violations. Subject to the above rights reserved by the Declarant, this Declaration may be amended by an instrument signed by not less than 66% of the lot owners, EXCEPT that the covenants herein contained pertaining to (1) the required maintaining of an owners association or (2) to the surface water or stormwater management system, beyond maintenance of its original condition, including the water management portions of the common areas, if any, may not be amended without the prior approval of the St. Johns River Water Management District.

11. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Declarant or the Association or any person or persons owning any lot on said land (a) to proceed at law for the recovery of damages against those so violating or attempting to violate any of such covenants and restrictions; and (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any of 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, its 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 as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these restrictions shall be obliged to pay attorney's fees to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All restrictions herein contained shall be deemed several and independent.

12. Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes, Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Conservation Easement") over and across all areas noted on the Plat as Conservation Easement. "Conservation Easement" shall mean and refer to all of such areas so designated on the Plat. No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement. This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

The Declarant, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the prohibitions and restrictions hereinafter set forth.

The Association, its successors and assigns, and the owner of any Lot upon which there is located any Conservation Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement area.

This easement may be amended or cancelled, or portions of the property released here from, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Conservation Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

a) The following activities shall constitute prohibited activities on the Conservation Easement area (the "Prohibited Activities"):

i) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.

ii) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials.

iii) Removal or destruction of trees, shrubs or other vegetation.

iv) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.

v) Any surface use which does not permit the Conservation Easement area to remain predominantly in its natural condition.

vi) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

b) The following activities shall constitute permitted activities (the "Permitted Activities"):

i) Any activities and improvements required or permitted under St. Johns River Water Management District Permit No. 42-031-104239-1.

13. Vegetation Buffer Easement. The Declarant hereby reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement (the "Vegetation Buffer Easement") over and across all areas noted on the Plat as Vegetation Buffer Easement.

"Vegetation Buffer Easement" shall mean and refer to all of such areas so designated on the Plat.

No right-of-access by the general public to the Property or any portion thereof is conveyed by this easement.

This easement, and all terms and conditions hereof, shall run with the land and be binding upon and inure to the benefit of the heirs, successors, assigns, and personal representatives of the Declarant and the St. Johns River Water Management District.

The Declarant, its successors and assigns, and the St. Johns River Water Management District shall have the right to enter upon the Vegetation Buffer Easement Areas at all reasonable times and in

a reasonable manner, to assure compliance with the prohibitions and restrictions hereinafter set forth.

The Association, its successors and assigns, and the owner of any Lot upon which there is located any Vegetation Buffer Easement Area, shall be responsible for the periodic removal of trash and other debris which may accumulate on such easement area.

This easement maybe amended or cancelled, or portions of the property released herefrom, only by written instrument duly recorded in the public records of Duval County, Florida, and executed by the Declarant and the St. Johns River Water Management District or their respective heirs, successors, assigns and personal representatives.

The purpose of this Vegetation Buffer Easement is to preserve the land predominately in its natural state pursuant to the following description of "Prohibited Activities" and "Permitted Activities":

a) The following activities shall constitute prohibited activities on the Vegetation Buffer Easement Area (the "Prohibited Activities"):

- i) Construction or placing of buildings, roads, utilities, or other structures on or above the ground.
- ii) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste unsightly or offensive materials.
- iii) Removal or destruction of trees, shrubs or other vegetation.
- iv) Excavation, dredging or removal of loam, peat, gravel, soil, rock, or other material in such a manner as to affect the surface.
- v) Any surface use which does not permit the Vegetation Buffer Easement area to remain predominantly in its natural condition,
- vi) Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

b) The following activities shall constitute permitted activities (the "Permitted Activities"):

- i) Any activities and improvements required or upland buffer easement permitted under St. Johns River Water Management District Permit No **42-031-104239-1**

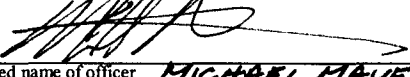
14. Landscape, Sign and Drainage Easement. Declarant hereby reserves unto itself and grants unto to the Association and their assigns a Landscape, Sign and Drainage Easement over Tracts as noted on the Plat. Declarant reserves the right in its sole option to construct an earth bean within the easement to maintain the trees, landscape and vegetation within the easement and to utilize the easement for signage/drainage swales and/or pipes. No one other than Declarant or the Association may alter the signage, drainage, topography, berm or vegetation within said easement without prior written permission from Declarant or the Association or their assigns.

15. Environmental Permits. The U. S. Army Corps of Engineers and the St. Johns River Water Management District, have issued permits for the development of the property hereinabove described. The Permit Numbers are as follows: U. S. Army Corps of Engineers # NA and the St. Johns River Water Management District **42-031-104239-1** collectively known and as herein referred to as the "Permits". For any of the Permits that delineates any wetland line, whether it be federal or state, the owner, by acceptance of the deed of conveyance hereby agrees to comply with any of such lines as delineated by any of the above referenced Permits. Any construction on any Lot subject to the terms and conditions of these Covenants shall be in compliance with the aforementioned Permits and there shall be no construction allowed waterward of any jurisdictional line unless authorized by the appropriate permit, as aforementioned, or as allowed by any subsequent permit. In addition to any construction being authorized by the Permits themselves, any construction waterward of any jurisdictional line shall also be authorized in writing by the Declarant. The requirement for authorization by Declarant shall only be required so long as the Declarant owns lots in the subdivision. The aforementioned Permits allow certain construction of improvements for the subdivision development. The period of time allowed for said construction is contained more particularly in the above referenced Permits, however, by acceptance of the deed of conveyance any Lot Owner agrees to accept the transfer of the portion of each Permit which relates to the Lot owned by said Lot Owner.

By acceptance of the deed of conveyance by the Lot Owner, the Lot Owner agrees to comply with each and every obligation, limitation and prohibition as more particularly described in said Permit. The transfer of these Permits as contemplated by the language herein contained in this paragraph and the liabilities associated with compliance with the terms and conditions shall be the liability and obligation of each and every Lot Owner upon the transfer of title to each Lot Owner.

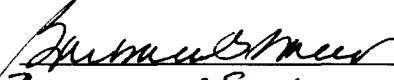
Witness the following signature of Declarant as of this 30th day of May , 2008:

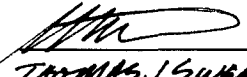
**0506 KINGS RD GROUP LLC,
a Florida limited liability company**

by 
Printed name of officer MICHAEL HAYES Manager

Signed, sealed and delivered in the presence of:

WITNESS:


Printed Name of Witness BARBARA G. SWEET

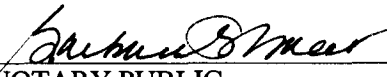

Printed Name of Witness THOMAS J. SWEET

STATE OF FLORIDA}
COUNTY OF DUVAL}

I hereby certify that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared MICHAEL HAYES as **Manager of 0506 KINGS RD GROUP LLC, a Florida limited liability company** who is personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing instrument and s/he acknowledged before me that s/he executed the same as the act of the company.

WITNESS my hand and official seal in the State and County aforesaid this 30th day of MAY 2008.

My commission expires:


NOTARY PUBLIC

BARBARA G. SWEET



NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES ON
11-20-08
COMMISSION # DD340935
Bonded Thru (800) 432-4254