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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RIVE ST. JOHNS

THIS DECLARATION is made on the date hereinafter set forth by DOSTIE DEVELOPMENT INC., a Florida corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Jacksonville, County of Duval, State of Florida, which is more particularly described as Rive St. Johns Unit Two-A as recorded in Plat Book 46 Pages 4, 4A & 4B of the current public records of Duval County, Florida.

WHEREAS, Declarant desires to provide for the orderly development of the Property so as to promote the well being of the residents thereupon and value of the Property.

WHEREAS, Declarant has determined to create a not for profit corporation with specified maintenance obligations in connection with the operation of the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ADDITIONAL PROPERTY more fully described on Exhibit B ("Additional Property") may be annexed by the Declarant, without consent of the Owners whose Lots may be subject to his Declaration or the consent of mortgagees holding mortgages on such Lots, within fifteen (15) years of the date of recording of this Declaration pursuant to the provisions more fully set forth in Article IV hereof.

PREPARED BY AND RETURN TO:
SHARON STRAYER LEARCH, Attorney
HOLLAND & KNIGHT
2000 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

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ARTICLE I

DEFINITIONS

Section 1. "Additional Property" shall mean and refer to the land more fully described on Exhibit B and any real property located adjacent to or contiguous with the Property or the land described on Exhibit B, which is owned by Declarant from time to time and annexed to this Declaration.

Section 2. "Association" shall mean and refer to the Rive St. Johns Homeowners Association, Inc., the not for profit corporation created for the purpose of performing certain duties in connection with the maintenance and operation of the Property and common area.

Section 3. "Common Area" shall mean all real property (including any improvements thereto) owned or conveyed by the Association or designated by the Declarant or Association to be maintained by the Association, which is for the common use and/or benefit of the Owners.

Section 4. "Building Plot" shall mean and refer to all or part of a platted Lot or Lots and may consist of one or more contiguous platted Lots or portions thereof upon which a Dwelling and other improvements are constructed.

Section 5. "Declarant" shall mean and refer to Dostie Development Inc., its successors and assigns, if such

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successors or assigns should acquire more than one undeveloped Lot, Building Plot or parcel of undeveloped Property from the Declarant for the purpose of development and provided that all or any of such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration. If such assignment is not made then no rights of Declarant shall be deemed transferred upon conveyance of a Lot.

Section 6. "Declaration" shall mean and refer to this Rive St. Johns Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property as recorded in the public records of Duval County, Florida and amended from time to time.

Section 7. "Dwelling" shall mean and refer to one single family detached unit together with appurtenances approved hereunder.

Section 8. "Lot" shall mean and refer to any unimproved plot of land shown upon any recorded subdivision plat of the Property.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Building Plot which is located within the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 10. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements, the title of which are reserved by the Declarant or its assignees,) and such additions to the Property as may hereafter be brought within the jurisdiction of the Association by annexation of such parcel of land pursuant to the provisions of Article IV.

ARTICLE II

USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots and Building Plots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

Section 1. Residential Uses. Lots and Building Plots shall be used for residential living purposes and for no other purpose, and no business or commercial use may take place on any Lot or Building Plot and no business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic, or manufacturing use may be carried on any Lot, Building Plot or on the Property. No Dwelling or other improvement situate on any Lot or Building Plot shall be rented or leased separately from the rental or lease of the entire Lot or Building Plot and no part of any such Dwelling shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or other transient uses. All leases shall be for a term of at least six (6) months. No duplex residence, garage apartment or apartment house may be erected or allowed to be maintained on any Lot or Building Plot within the Property. Provided, however, nothing herein shall be deemed to prevent any portion of the Additional Property from being used for commercial, institutional or industrial uses as may be permitted by the applicable land use designations approved by the governmental entities.

Declarant further reserves the right for itself, its successors and designees, to use a portion of the Property to maintain a sales office, model or construction office, for so long as sales or construction on the Property or Additional Property are taking place.

Section 2. Nuisances. No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Property nor shall anything be done or maintained on any Lot or Building Plot which may be or become a nuisance, source of embarassment, discomfort or annoyance to the neighborhood. No fires for burning leaves or clippings shall be permitted on any part of the Property. No use shall be made of any Lot which will result in an increase in insurance rates for such Lot or any other Lots.

Section 3. Maintenance Required and Failure to Maintain. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Building Plot, and no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot or Building Plot. The Owner shall maintain the exterior of the Dwelling and all improvements on Owner's Lot or Building Plot in good and workmanlike manner; and shall present a neat and clean appearance. In the event that any Owner fails or refuses to keep his Lot or Building Plot free of weeds, underbrush, refuse piles, debris or other unsightly growths or objects, or to keep the Dwelling or other improvements in a good and workmanlike manner and in a neat and clean appearance, after giving written notice of the Declarant's intent to do so and the Owner's failure to act within three (3) days from date of notice, the Declarant or its agents may enter upon the Lot or Building Plot and perform any necessary maintenance at the expense of the Owner, and such entry will not be deemed a trespass. (See Section 2, Article V) During construction of a Proposed Improvement, each Owner will be required to maintain his Lot or Building Plot in a clean condition, providing for trash and rubbish receptacles and disposal.

In addition, in the event of damage or destruction due to fire or other casualty, the Owner of the Lot or Building Plot sustaining such damage or destruction shall repair or rebuild the Dwelling or improvements so damaged to their condition prior to such damage or destruction, commencing such repair or restoration within sixty (60) days after the damage or destruction. If the Owner elects not to restore or rebuild the Dwelling or improvements, all debris shall be removed from the Lot or Building Plot and the Lot or Building Plot shall be levelled and maintained in a clean and sanitary condition.

Section 4. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two, three or four wheel all terrain vehicles or "dirt bikes" may be operated off of paved roadways and drives within the Property.

Section 5. Noise. Exterior noise, and noise emanating from within Dwellings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained at such volume that the noise is not audible beyond the boundaries of the Lot or Building Plot from 11:00 p.m. until 7:00 a.m.

Section 6. Pets and Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, reptiles, pigeons, pheasants, game birds, poultry or other fowl shall be kept or maintained on the Property. Not more than two dogs, two cats, four birds and/or four rabbits may be kept on a single Lot or Building Plot for the pleasure and use of the

occupants but not for commercial or breeding use or purpose. Notwithstanding the foregoing, should any such permitted type of animal be deemed, in the sole opinion of the Declarant, to be dangerous, an annoyance or a nuisance, it shall be removed from the Property upon written notice from the Declarant to do so. The Declarant shall have the right, from time to time, to adopt with respect to the Property any additional rules and regulations governing the type, number and size of permitted domesticated pets or other animals that may be kept on any Lot or Building Plot.

Section 7. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, oil refining, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

Section 8. Commercial Trucks, Trailers and Boats. No vehicles of any kind including, without limitation, commercial trucks, trailers, recreational vehicles or boats shall be permitted to be parked or to be stored on blocks or maintained outside of an enclosed garage but may be stored within a fenced or screened enclosure located in the rear of the Lot and shielded from view from the street.

Section 9. Lawful Use. No immoral, improper or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10. Water System. The central water supply system provided for the service of the Property shall be used as the sole source of potable water spigots and outlets located within or on all Dwellings or improvement on Lots or Building Plots. Each Owner shall pay water meter charges of the supplier thereof, which at the time of recording of this Declaration is Southern States Utilities, Inc., and shall maintain and repair all lateral portions of such water lines located within the boundaries of such Owner's Lot or Building Plot. No individual potable water supply system or well for consumptive purposes shall be permitted on any Lot or Building Plot. Properly permitted wells may be used to provide water for irrigation only. No water from air conditioning systems or swimming pools shall be discharged into any lake or marsh.

Section 11. Sewer System. The central sewage system provided for the service of the Property shall be used as the sole sewage system for each Lot or Building Plot and the Dwellings and improvements thereon. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of its Lot or Building Plot and shall pay, when due, the periodic charges or rates for the furnishing of such sewage collection system of the supplier thereof, which at the time of recording of this Declaration is Southern States Utilities, Inc. No sewage shall be discharged onto the open ground or into any marsh lake, pond, park or ravine, and no septic tanks or drain fields shall be placed or allowed within the Property.

Section 12. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot or Building Plot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersection of street property lines as extended. The same sight line limitations shall

apply on any Lot or Building Plot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstructing of such sight lines.

Section 13. Additional Use Restrictions. The Declarant may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property or Additional Property annexed hereto and may waive or modify application of the foregoing use restrictions with respect to any Property or Additional Property as the Declarant in its sole discretion may deem appropriate.

ARTICLE III

ARCHITECTURAL CONTROL

Section 1. General Provisions. For the purposes of insuring the development of the Property as a residential area of the highest quality and standards and in order that all improvements on each Lot or Building Plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Declarant reserves the exclusive power, right and discretion to control all of the Dwellings, structures and other improvements on the Property in the manner and to the extent set forth herein. No Dwelling, other building, fence, wall, sign, site paving, grading, parking, building addition, screen enclosure, sewer drain, disposal system, decorative storage building, landscaping, landscaping device, or exterior lighting plan or any other type of improvement ("Proposed Improvement"), other than those erected by the Declarant, shall be commenced, erected, modified, added to or maintained upon the Property, nor shall any exterior addition or change or alteration to a Proposed Improvement 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 by the Declarant as to harmony of external design, location in relation to surrounding structures and topography in the manner hereinafter set forth.

Section 2. Submission and Approval of Plans. Prior to commencement of any Proposed Improvement on any Lot or Building Plot within the Property, the person or entity intending to make such Proposed Improvement shall submit two (2) complete sets of all plans and specifications for such Proposed Improvement to Declarant. The Declarant may also require submission of samples of building materials and colors proposed to be used for any Proposed Improvement and may require such additional information as reasonably may be necessary for the Declarant to completely evaluate the Proposed Improvement in accordance with the Declaration and such other criteria as it shall deem relevant.

The Declarant shall approve or disapprove any Proposed Improvement or change or modification thereto. If the Declarant approves such Proposed Improvement, the Declarant shall sign the copies of the approved plans and specifications and return one set to the person or entity intending to make such Proposed Improvement. If the Declarant disapproves the Proposed Improvement, the Declarant shall specify in writing the objections thereto and Owner or other entity submitting plans may re-submit revised plans. Provided, however, the evaluation undertaken by the Declarant relates to matters of judgment and taste which cannot be reduced to a simple list of measureable criteria. It is possible therefore that a submission to the Declarant might meet individual criteria delineated

in this Declaration and still not receive approval, if, in the sole judgment of the Declarant, the overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the Declarant to approve applications involving similar designs for Proposed Improvements pertaining to different Lots or Building Plots. If the Declarant fails to approve or disapprove a Proposed Improvement within thirty (30) days after submission of all required and necessary information, then the Proposed Improvement shall be deemed approved, except that in no event shall a Proposed Improvement which does not comply with the provisions hereof be deemed approved.

If any Proposed Improvement or existing improvement shall be changed, modified or altered without prior approval of the Declarant, then the Owner shall, upon demand, cause the improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the Declarant, and such Owner shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Declarant in connection with obtaining the Owner's compliance therewith.

An easement is hereby reserved by the Declarant to enter upon any Lot or Building Plot upon which a Dwelling or other improvement is located which is not in compliance with the approved plans and specifications, or is being used in contravention of the permitted uses herein, to remedy or correct the violation, if the Owner of the Lot or Building Plot in violation fails to correct such violation within ten (10) days of receipt of notice thereof by Declarant.

Once a Proposed Improvement is approved, the Owner shall immediately commence such Proposed Improvement and shall diligently proceed with construction until completion.

Section 3. Liability for Proposed Improvements. Any Owner making or causing to be made any Proposed Improvement to the Property, a Lot or Building Plot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, to hold the Declarant and all other Owners harmless from any liability or damage to the Property, the Lot, the Building Plot or to persons resulting therefrom and from expenses arising in connection with the Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement upon installation thereof and for its compliance with any governmental codes, rules or regulations. The approval by the Declarant hereunder may be based solely upon aesthetic considerations and neither the Declarant, nor its successors or assigns, shall be deemed or construed to be liable in any manner in the event that the Proposed Improvement is found to be unsuitable for its intended purpose or otherwise defective.

Section 4. Reservation of Right to Release Restrictions. Subject to applicable zoning regulations, in each instance where a Proposed Improvement has been erected, or the construction thereof is substantially advanced in such a manner that some portion of the Proposed Improvement encroaches upon any easement area, building restriction or set back line, the Declarant reserves the right to release the Lot from the encroachment without the consent or joinder of any Owner or its mortgagee.

Section 5. Architectural Planning Criteria. The following Architectural Planning Criteria shall apply to any Proposed Improvements on the Property. Any requirements contained in the following provisions requiring approval by the Declarant shall not be construed to in any manner limit the

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Declarant's review rights as generally set forth in Sections 1 and 2 of this Article. The following list is not comprehensive and may be modified as deemed necessary and reasonable by the Declarant.

(a) Lot Size and Building Restriction lines. No Dwellings or buildings to be constructed upon a Lot or Building Plot shall be constructed closer than twenty-five (25) feet to the front Lot line, or nearer than fifteen (15) feet to side street line nor nearer than ten (10) feet to an interior Lot line. Any Dwellings or buildings on Lots 6 - 10 inclusive shall be sited so as to promote the view from all Dwellings and in addition, no dwellings, buildings nor swimming pools may be erected or installed in violation of the building restriction line as shown on Exhibit C.

No Lot or Building Plot shall be divided or resubdivided by any entity or person, other than Declarant, into a smaller Lot without the consent of the Declarant, which consent may be withheld for any reason. Provided, however, that a Lot may be resubdivided by the Declarant for the purposes of a road. A Dwelling may be constructed on one platted Lot or on a combination of contiguous platted Lots (which as defined above constitute a "Building Plot"). If a combination of Lots is used as a Building Plot, the building restriction lines hereinbefore provided shall apply only to the exterior side boundary lines of the Building Plot.

(b) Building Height. No Dwelling or other improvement constructed on any Lot or Building Plot shall be more than two and one-half stories or thirty-five (35) feet from the normal elevation of the ground.

(c) Required Square Footage. No one story residence, one and one-half story residence, split level residence nor two story residence shall be erected or allowed to remain on any Lot or Building Plot unless the total floor area of all floors, exclusive of screened or unscreened porches and garages, shall equal or exceed 2500 square feet for Lots 6 - 10 of Rive St. John, Unit Two-A which are located on the St. Johns River and 2000 square feet for all other Lots subject to this Declaration.

(d) Detached/Utility Buildings/Garages. No detached outbuildings, as hereinafter defined, shall be erected or allowed to remain on any part of a Lot or Building Plot without the prior approval of the Declarant obtained in the manner hereinbefore set forth. The term "detached outbuilding" as used herein includes, garage, carport, quarters for domestic servant, laundry room, tool or workshop, hot house, greenhouse, guest house, children's playhouse, summerhouse or any other structure which extends more than three (3) feet above the normal surface of the ground and which is detached from the Dwelling.

(e) Antennae. No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or Building Plot or affixed in any manner to the exterior of any Dwelling or improvement on a Lot or Building Plot.

(f) Artificial Vegetation. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained upon the exterior portion of any Lot or Building Plot unless approved by the Declarant.

(g) Landscaping. An initial basic landscaping plan for each Lot or Building Plot, including a list of materials, the type and number of plant species and a graphic depiction of their approximate location must be submitted to and approved by the Declarant at the time of submission for the Proposed Improvements for such Lot or Building Plot. The Declarant may specify minimum initial expenditure for landscaping of Lots or Building Plots, which may vary on the basis of use and location. The Declarant may also require or prohibit specific plants, and may vary such requirements or

prohibitions on the basis of Lot or Building Plot use or location. No stone, gravel or concrete shall be used as a lawn except in an incidental and decorative manner.

(h) Signs. No signs, except for one "For Sale" or "For Rent" sign, no greater than 3 square feet, may be placed on any Lot. The Declarant may enter upon a Lot and remove any signs which are not in compliance herewith and such entry shall not be deemed a trespass. Provided, however, such restrictions for signage shall not apply to the Declarant or its designees during the period of sales and contruction.

(i) Games and Play Structures. All play structures, including basketball backboards, and any platform, doghouse, tennis court, playhouse or structure of a similiar kind or nature shall be located in the rear of any Lot or Building Plot, which structure must have prior approval of the Declarant. It is specifically acknowledged that in reviewing such plans for any raised structure, the Declarant shall assure that any use of such raised structure does not result in violation of the privacy of adjacent Owners. No basketball backboards may be installed adjacent to the street or on any cul-de-sac.

(j) Fences and Walls. The composition, location, color and height of any fence or wall to be constructed on any Lot or Building Plot is subject to the approval of the Declarant. The Declarant will require that the composition of any fence or wall be consistent with the material used in the surrounding buildings and other fences, if any. In no event and for no purpose shall chain link fencing be installed on any Lot. Without limiting any other provision or requirement hereof, the type and location of fences which are or may obstruct the sight lines at intersections may be specifically restricted.

(k) Garbage and Trash Containers. No Lot or Building Plot 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.

(l) Temporary Structures. Unless first approved in writing by the Declarant, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence, either temporarily or permanently, except that a Lot may be used by Declarant or its designee as a sales office, contruction office or model during the development of the Property or Additional Property by Declarant or its designee.

(m) Mailboxes. No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot or Building Plot without the approval of the Declarant as to style and location. If and when the United States Postal Service or the newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to Dwellings, each Owner, on the request of the Declarant, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to the Dwellings.

(n) Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics.

(o) Utility Connections. Permanent building connections for all utilities, including, but not limited to, water, electricity, telephone and cable television, shall be underground from the Lot boundary connecting points to the Dwelling in such a manner to be acceptable to the governing utility authority. All exterior lighting plans for Lots or Building Plots, including any modifications or changes to existing plans, shall be approved by the Declarant.

(p) Air Conditioning Equipment. Central air conditioning units only shall be permitted within the Property, and window or wall air conditioning units shall be prohibited. All exterior components of the central air conditioning units shall be screened from sight from the street side of the Dwelling.

(q) Window Coverings. No reflective window coverings or treatments shall be permitted on any Dwelling or other building on the Property. The Declarant at its discretion, may control or prohibit such other window coverings and treatments in Dwellings which it deems are not reasonably compatible with aesthetic standards in the area of the Property.

(r) Garages. All dwellings shall have a garage at least 20 by 20 feet for storage of two cars. All garage doors shall be kept closed except when vehicles are entering or exiting. Garage entry through doors facing the side or rear of Lots is required for all Lots which have a front foot width of at least ninety-five feet at the building restriction line. If the Lot is less than ninety-five feet, at the building restriction line, rear or side entry garagre doors are encouraged, although front entry garages shall be permitted if an acceptable plan is submitted. No garage may be enclosed for use as a part of a residence unless a replacement garage is constructed on such Lot, which garage shall be in all ways in compliance with the architectural guidelines.

(s) Exterior Clothes Drying. No clothes lines or similar devices shall be erected or installed on any Lot or Building Plot for the purposes of drying clothes or other items, unless temporary in nature, which lines shall be removed upon completion of drying and which are screened from view in a manner approved by the Declarant.

(t) Swimming Pools and Decks. No above ground swimming pools shall be permitted and no pool screening or decks shall be closer than five (5) feet to the boundary line of any Lot or Building Plot.

(u) Sidewalks. The City of Jacksonville may require sidewalks to be constructed upon some Lots within the Property. The Owners of such Lots or Building Plots shall construct such sidewalks in accordance with the City's plans and specifications in the manner and within the time frame, if any, established by the City. In the event that the Owner fails to undertake such installation in the required manner, the Declarant is authorized, but not obligated, to install such sidewalks, after giving written notice of its intention, and to collect the cost thereof from the Owner.

ARTICLE IV

ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right, until fifteen (15) years from the date of recording this Declaration, from time to time, and in its sole discretion, to annex to the Property and to subject to the terms of this Declaration all or part of the Additional Property.

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Section 2. Supplemental Declarations. Any such additions to the Property authorized above may be made by filing of record of one or more supplemental declarations. With respect to the any Additional Property annexed by the Declarant, the supplemental declaration need only be executed by the Declarant and shall contain a statement that the real property that is the subject of the supplemental declaration is to be deemed a part of the Property subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of Duval County, Florida.

Section 3. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration. In the event that the Additional Property is not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on the Additional Property.

Section 4. Additional Declarations. Declarant may, as the Property is developed and offered for sale, subject portions thereof to specific covenants and restrictions which apply only to each portion as defined and described in such Supplemental Declaration. Such additional covenants and restrictions shall be subject to the provisions hereof so that Rive St. Johns remains an integrated development and community.

ARTICLE V

EASEMENTS

Section 1. Easements. The Declarant hereby reserves unto itself a perpetual, alienable, and releaseable easement on, over and under a strip of land 7.5 feet in width along the rear and side boundary lines of each Lot or Building Plot to construct, install, maintain and operate such wires, cables, conduits, mains, pipes, swales and other necessary or convenient fixtures or equipment for the purpose of providing water, sewer, telephone, electric, cable television, or other public conveniences or utilities to the Dwellings located on the Property. The Declarant hereby reserves the unrestricted right and power to release such easements as it deems necessary or convenient.

Section 2. Entry Easement. In the event that the Owner fails to maintain a Lot or Building Plot, the Dwellings or improvements thereupon or any portion of the Property for which it is responsible as required herein or in the event of emergency, the Declarant shall have the right to enter onto the Lot or Building Plot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Except in the case of an emergency, such entry shall take place only after written notice is given to the Owner. Entry onto the Lot or Building Plot as provided herein shall not be deemed a trespass and the Declarant shall not be liable for any damage so created unless such damage is caused by the Declarant's willful misconduct or gross negligence.

ARTICLE VI

COMMON AREA

Section 1. Common Area. The Common Area to be maintained by the Association consists of certain lakes which constitute a part of the overall drainage system for the Property, which lakes may contain devices or drains to control flow of water and may contain islands or other visual amenities which are joint referred to as "lakes". The bottom of any such lakes subjected to this Declaration shall be conveyed to an individual Owner, provided however, for so long as the Declarant or its assignee is selling or constructing improvements on the Property the Declarant or its designee and the Association is hereby granted an easement in and over the Lot and lake for further construction or maintenance as such is deemed by Declarant or Association to be necessary or convenient.

Provided further, the City of Jacksonville has been or will be granted perpetual drainage easements through each of the lakes within the Property for use and maintenance as an outfall for storm water drainage. The Declarant hereby reserves for the benefit of the City of Jacksonville a non-exclusive perpetual easement for ingress and egress over the Property for the purpose of maintaining, inspecting or repairing the drainage easements so held by the City of Jacksonville.

Section 2. Maintenance of Lake Embankments and Lake Bottoms. The Association shall maintain the lake and any drainage devices in a clean and sanitary condition in compliance with all health and environmental rules and regulations. The Owners of the lake bottoms shall maintain the embankment above the water line and such maintenance shall be conducted so that the grass, planting or other natural support of the embankment shall be maintained in a clean and safe manner and so as to prevent erosion. Any islands located in such lake shall be maintained by the Association irrespective of the ownership of such island.

Section 3. Improvements on Lake. In the event that Declarant, or person, or entity designated or permitted by the Declarant, shall construct any bridges, docks or other improvements which may extend over or into lakes or construct any bulkheads or similar improvements to support or enhance the lakes, the Owner of the Lot on which such improvement is constructed shall maintain any and all improvements in good repair and condition, unless such improvement is constructed for the use and benefit of more than one Owner and in such event, the Association shall maintain the improvement.

Section 4. Indemnification. It is specifically acknowledged that pursuant to the terms of the Adoption and Declaration of the plat of the Property, the Declarant, as owner of the Property, agreed to idemnify and hold the City of Jacksonville harmless from suits, actions, damages, liability and expense in connection with any loss of life, bodily or personal injury, property damage or other damage arising from or out of any occurrence in connection with, at or from such lakes. In addition, the Declarant has constructed and installed the stormwater drainage system which incorporates the lakes to be in compliance with the requirements of other governmental authorities, including without limitation the St. Johns River Water Management District the Department of Environmental Regulation and the U. S. Army Corps of Engineers. Upon completion of the construction or installation of such drainage system or the lakes, the Association shall indemnify the Declarant and hold it harmless from any loss, claim or damage the Declarant may incur as a result of the Declarant's indemnification of the City of Jacksonville under the plat and

shall assure compliance of the lakes with any change or modification by the governmental agencies with jurisdiction thereover.

Section 5. Use Restrictions and Covenants. In connection with the use of any lakes the following restrictions shall apply:

a. No motorized or power boats shall be permitted on any lakes with the exception of boats used for maintenance thereof.

b. No bottles, trash, cans or garbage of any kind or description shall be placed in any lakes.

c. No activity shall be permitted on any lakes which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Declarant's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

d. No person or entity, except Declarant or the Association, shall have the right to pump into or out of the lakes, water for the purpose of irrigation or other use.

e. Any lakes within the Property shall not be used in conjunction with any business enterprise or public use whatsoever.

f. Only Owners shall be permitted to fish in the lakes and only from their own Lot or Building Plot.

g. No swimming shall be permitted in any lake.

Section 6. Other Common Areas. The foregoing described Common Area and maintenance obligations are the sole initial obligations and responsibilities of the Association. The Declarant is authorized but not obligated to convey real property to the Association for the common benefit and use of all Owners or to designate certain other portions of the Property including, without limitation, landscaped entry areas and roadway medians and fences along the Property boundaries as Common Areas for the purpose of Association maintenance thereof. Upon such conveyance or designation such Common Areas shall become the responsibility of the Association. At such time as the Association undertakes the maintenance of a Common Area, the Association shall have an easement on the Property, such as is necessary to perform such maintenance.

ARTICLE VII

COMMON AREA MAINTENANCE ASSESSMENTS

Section 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 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 for capital improvements, 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, cost, and reasonable attorney's fees, shall also be the personal obligation of the Owner who was the owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall

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not pass to such Owner's successors in title unless expressly assumed by them, but the lien shall survive any conveyance of title.

Section 2. Purpose of Assessments. The assesements levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and for the improvement and maintenance, including obtaining appropriate insurance, of the Common Areas as set forth in Article VI.

Section 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 $100.00.

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 5% 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 5% by a vote of two-thirds of each class of members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

Section 4. Assessment 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 each class of members who are voting in person or by proxy at a meeting duly called for such purpose.

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 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 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 rquired 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.

Section 6. Unifcrm Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis as determined by the Board of Directors. For Building Plots, the assessments for the share of the Lot(s) shall be divided prorata among the Owners of such Lot and added to the assessment for the Lot.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to Owners at such time as the Dwelling is completed on such Lot or two years after conveyance of the Lot to an Owner, whichever shall first occur. No Lot owned by the

Declarant shall be subject to any assessment until a Dwelling has been constructed thereon and occupied as two (2) years after recording of the plat whichever shall first occur. The first annual assessment shall be adjusted accordingly 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 subject to the assessment. 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.

Section 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 highest rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot(s) 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 Owner's Lot.

Section 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 VIII

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to this Declaration.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

CLASS A - Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one perosn 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, provided that in the case of a Building Plot the vote assigned to any Lot which is divided shall be likewise divided among the Owners thereof.

CLASS B - The Class B member shall be the Declarant which shall be entitled to three votes for each Lot subject to this Declaration irrespective of ownership and three (3) votes for each Lot within the Additional Property commencing at such time as a preliminary plat for such portion of the Additional Property is submitted for initial review by the City of Jacksonville. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a) Ten (10) years from the recording of this Declaration.

b) At such earlier time as Declarant in its sole discretion determines.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, for a term of twenty (20) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of Owners owning ninety-percent (90%) of the Lots subject to this Declaration, the Owners determine to terminate this Declaration.

Section 4. Amendment. The Declarant reserves and shall have the sole right to (a) amend this Declaration with respect to Lots still owned by it at the time of amendment, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (b) to amend this Declaration for the purposes of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to any Lot which do not lower the standards of the covenants herein contained; and (d) to release any Lot thereon from any part of the covenants and restrictions which have been violated (including without limitation violations of building restriction lines and provisions hereof relating thereto). At such time as the Declarant no longer has the majority vote in the Association, this Declaration may be amended during the first twenty (20) year period thereafter by an instrument signed by Owners owning ninety percent (90%) of the Lots and thereafter by an instrument signed by Owners owning seventy-five percent (75%) of the Lots. Any amendment must be recorded.

Section 5. Declarant's Successors. So long as the Declarant owns any parcel of the Property or Additional Property, the Declarant 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, privileges, authority and reservation given to or reserved by the Declarant by any part or section of this Declaration. At such time as Declarant exercises its rights hereunder, Declarant shall record an instrument in the public records of Duval County, Florida specifying with reasonable detail the particulars of the assignment made by Declarant. At such time as the Declarant no longer has the majority of votes in the Association, the Declarant shall assign all of the rights and obligations hereunder granted to or reserved by the Declarant to the

Association, Provided, however, unless specifically assigned to the Association by the Declarant, no rights or obligations of the Declarant shall be exercised by the Association.

Section 6. Attorney's Fees. It is specifically acknowledged that in the event that any action is taken by any party authorized herein to enforce this Declaration, the prevailing party shall be entitled to receipt of its attorney's fees and court costs. Wherever in the Declaration there is a section providing for the payment of attorney's fees, such provision shall include attorney's fees incurred prior to, or during, any litigation of the matter or on appeal.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set its hand and seal this 30th day of January, 1990.

Signed, sealed and delivered in the presence of:

Beverly A. Smith

Mary Yountz

DOSTIE DEVELOPMENT INC.

By: _____
its President

Attest: _____
its Secretary

CORPORATE SEAL

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of January, 1990, by Richard R Dostie, the _____ President of Dostie Development Inc., a Florida corporation, on behalf of the corporation.

Mary R Yountz
Notary Public, State of Florida

My Commission Expires: 10-19-92

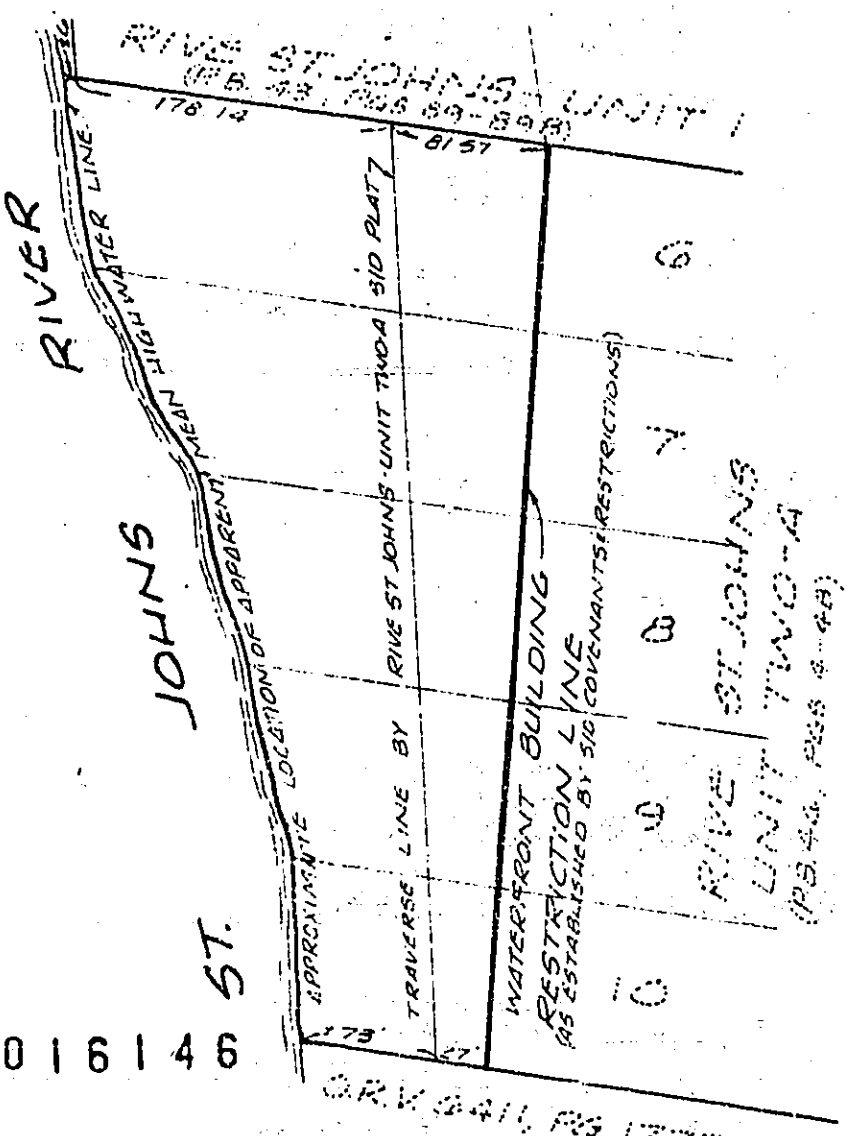
EXHIBIT "C"

MAP TO SHOW SKETCH OF

WATERFRONT BUILDING RESTRICTION LINE FOR LOTS 6, 7, 8, 9 & 10, RIVE ST. JOHNS - UNIT TWO-A

SAID RIVE ST. JOHNS - UNIT TWO-A, ACCORDING TO MAP THEREOF RECORDED IN PLAT BOOK 46, PAGES 4-48 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

FOR: DOSTIC DEVELOPMENT, INC.



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FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

FEB 14 10 32 AM '90

RECORD VERIFIED
Harvey E. Cook
CLERK OF CIRCUIT COURT

CERTIFICATE: THIS SKETCH COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

0 50 100 200
SCALE: 1" = 100'

DATE: JAN 30, 1990

DWN. BY: KJ
CKD. BY: PPP

PRIVETT
& ASSOCIATES, INC.
SURVEYORS
& PLANNERS
9732 TOWNSEND BOULEVARD
JACKSONVILLE, FL

REGISTERED SURVEYOR NO. 2218 GA.
REGISTERED SURVEYOR NO. 2841 FLA