

Prepared by and return to:
Richard R. Dostie
New Home Collection
9301 Old Kings Road, South
Jacksonville, FL 32257

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ROBERTS HAMMOCK

THIS DECLARATION is made on the date hereinafter set forth by RICHARD R. DOSTIE, INC., a Florida corporation, 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:

Roberts Hammock according to the plat thereof recorded in Plat Book 53, pages 23 and 23A of the current 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. "Association" shall mean and refer to the Roberts Hammock Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

2. "Architectural Guidelines" shall mean the Roberts Hammock Architectural Guidelines prepared by Richard R. Dostie, Inc.

3. "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.

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

5. "Future Development Property" shall mean and refer to properties adjacent or contiguous to the 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.

6. "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Declarant may hereafter convey portions of the properties to the Association to constitute additional Common Areas but shall have no obligation to do so.

7. "Lot" shall mean and refer to the building plots of land shown upon the recorded subdivision plat of the properties described above.

8. "Declarant" shall mean and refer to Richard R. Dostie, Inc., and any person or entity to whom Declarant shall assign its rights and duties under this agreement.

9. "NCC" shall mean and refer to the New Construction Committee formed under the Roberts Hammock Architectural Guidelines.

10. "MC" shall mean and refer to the Modification Committee formed under the Roberts Hammock Architectural Guidelines.

11. "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, enviromental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to chapters 40C-4, 40C-40, or 40C-42, F.A.C.

12. "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.

13. "Plat" shall mean and refer to that certain real property described in the subdivision plat or plats of the Properties as recorded in the current public records of Duval County, Florida. This definition shall be expanded to include any Future Development 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 Association has the right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by its members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds of all votes eligible to be cast.

2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, such owner's right of enjoyment to the Common Area and facilities to the members of such dedication or transfer if signed by two-thirds of all votes eligible to be cast.

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 two classes of voting membership: 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 person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B - The Class B member shall be the Declarant and shall have 48 votes. Upon the annexation of any Future Development Property, The number of votes of the Class B member will be automatically increased by triple the number of lots in the additional property annexed. 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) When the Declarant (which term includes, for purposes of this provision, any builder owning a Lot for the purpose of constructing a Residence thereon for sale to an ultimate third party purchaser) has conveyed one hundred percent (100%) of the lots in the Property or Future Development Property; or

(b) When Declarant requests that Class B membership be converted to Class A membership.

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, and (3) as to the first purchaser of a Lot who is not a residential builder who is acquiring the Lot with a purpose to construct a residence thereon for sale in the ordinary course of such builder's business, a one-time special assessment of \$250.00 as a capital contribution to the Association.

The annual and special assessments, 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.

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 \$250.00 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 10% 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 10% by a vote of two-thirds 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, re-construction, 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 15 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 until a residence has been constructed thereon and occupied. Models homes are specifically exempt until occupied as a residence.

No lot owned by a Preferred Builder shall be subject to any assessment until a residence has been constructed thereon and occupied, or one year after conveyance of the lot from the Declarant. 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 subject thereto. The due dates shall be established by the Board of Directors. However, failure to receipt of notice by the Owner shall not result in said assessment being vitiated. 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 owner's 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 to remain on any lot other than one detached single-family dwelling not to exceed two stories in height. 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 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, in whole or part, 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. 42-031-3239N-ERP 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 front, side or 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.

4. Sidewalks. When a dwelling is constructed on any lot, or within twelve months from the initial purchase of any lot, the lot owner must also construct a sidewalk on that lot if a sidewalk is shown on the city or county approved engineering plan for the subdivision. All sidewalks must conform to city or county standards.

5. Architectural Requirements. The Architectural Guidelines shall govern structures hereafter erected within Roberts Hammock and said structures shall conform to the requirements of these Architectural Guidelines. Additions, alterations, repairs or any other type of change in any structures that affects the exterior appearance shall conform to the requirements of these Architectural Guidelines. Items to be reviewed by the NCC/MC will include any improvements or structure of any kind, including without limitation, any building, dwelling, landscaping, fence, wall, sign, site paving, grading, decorative lighting schemes, painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of landscaping fountains, swimming pools, screened enclosures, Jacuzzi, construction of privacy fences, additions of

awnings, shelters, gates, flower boxes, shelves and statues. The evaluation of each submittal to the NCC/MC relates to matters of judgement and taste which cannot be reduced to a simple list of measurable criteria.

6. Garage. Each home shall have an attached two car garage. No garage shall be permanently enclosed or converted to another use. All garages shall contain at least 400 square feet of usable space appropriate for parking automobiles. All garages must have doors which shall be maintained in a useful condition and shall be kept closed when not in use. Carports will not be permitted.

7. Outbuildings. No outbuilding shall be erected, placed or altered on any lot without the prior approval of the NCC/MC and as provided in the Architectural Guidelines.

8. Approval of Structure. No residence, structure, wall or swimming pool shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the NCC/MC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of improvements with respect to topography and finished grade elevation. Approval shall be as provided in Architectural Guidelines. No outbuildings or drives, walks, fences, walls or swimming pools shall be erected or constructed on any lot prior to the erection or construction of a permanent residence thereon. Said approval shall be in writing and shall specify the exact nature, size, location and appearance of any such exception. The decision to grant such exception is discretionary with the NCC/MC and shall be capable of being withdrawn should the terms and conditions set forth by the NCC/MC not be complied with by the lot owner to whom such exception is granted. The decision to grant such exception is discretionary with the NCC/MC and the decision to not grant such an exception shall not be subject to judicial review.

9. Dwelling Size. Unless specifically approved in writing by the NCC/MC, no dwelling shall be permitted on any lot unless the heated and cooled ground floor area of the main structure, exclusive of open porches and garages, shall contain at least 2,000 square feet for a one-story dwelling and at least 1,200 square feet for the ground floor of a dwelling of more than one story, with at

least 2,000 square feet for both stories combined. The NCC/MC shall be empowered to allow a 20% variance in the above mentioned square footages.

10. Building Location Restrictions. The location of the building on the lot shall conform to the following:

- a) A twenty five (25') foot setback from the front Lot line;
- b) A ten (10') foot setback from each side Lot line;
- c) A thirty (30') foot setback from each rear Lot line; and
- d) A twenty (20') foot setback on the Lot line considered as the side Lot line on any corner lot.

Any variances shall require the prior approval of the Declarant as well as the appropriate zoning authorities.

11. Lot Area. No dwelling shall be erected or placed on any lot having area of less than allowed under applicable zoning regulations. Lots shown on the plat shall be deemed to be in compliance with this provision.

12. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. Recreational and Commercial Vehicles. No commercial vehicles, boats or trailers of any type shall be permitted to be placed on any lot subject to these covenants, unless such shall be placed or parked in a fenced side yard or fenced rear yard of a lot and screened from view of passing motorists and neighboring lots, but not placed in the side yard of a corner lot on the side abutting a street. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. No automobiles, trailers, or boats shall be parked in the roadways or on the right-of-way adjoining the lots. For purposes of this paragraph, a vehicle which is a $\frac{3}{4}$ ton or less truck used as transportation to and from the lot owner's employment shall not be considered a commercial vehicle. No travel trailers or motorized homes shall be permitted unless specifically approved by the NCC/MC.

14. Temporary Structures. No structure of a temporary character, trailer, tent, motorized home, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

15. No Subdivision. No Lot located within the Property shall be subdivided to constitute more than one building plot.

16. Mailboxes. No individual lot owner shall cause to be constructed any mailbox facility unless approved by the NCC/MC Committees.

17. Fences. All fences shall be constructed of and shall have a permanent appearance of natural wood, aluminum, painted PVC or wrought iron, unless otherwise approved by the NCC/MC Committees. Fencing shall not be painted, except that aluminum, PVC and wrought iron fences, if approved, shall be painted black or white. All fences must be approved by the NCC/MC prior to installation. No fence shall be installed which restricts or prohibits ingress and egress as granted by easements herein. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the midpoint of house or the side of the house, in the case of a corner lot unless approved by the NCC/MC and in no event shall any fence exceed a maximum height of six (6) feet or be lower than a minimum height of four (4) feet unless approved by the NCC/MC. All fences shall be constructed and maintained to present a pleasing appearance as to quality of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography and finished grade elevation.

It shall be within the sole and exclusive purview and discretion of the NCC/MC to make the determination as to whether or not a fence is pleasing in appearance as provided herein. Chain link shall not be permitted. Declarant reserves the right to release areas such as sewer lift stations, playgrounds, etc., from the above fence restrictions. The Declarant has caused certain regulations and rules concerning fencing that are contained in the Architectural Guidelines and prior to the construction or installation of any fencing the plans for the construction and installation shall meet all the criteria and requirements of the aforementioned guidelines.

18. Signs. No sign of any kind shall be displayed to the public view on any lot without prior written approval of the NCC/MC except one sign of not more than four square feet advertising the property for sale. Signs used by a builder to advertise the property during the construction and sales period must be approved by the NCC/MC prior to being displayed. The entranceway identification sign

shall be exempt from this provision and shall remain for the enjoyment of the owners of all Lots. The NCC/MC shall have the right to promulgate standards for the quality, size, appearance, location and type of all signs to be displayed to public view.

19. Clotheslines. There shall not be permitted any exterior clotheslines on any lots.

20. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in reasonable numbers may be kept provided they are not kept, bred or maintained for any commercial use and do not create safety, health or nuisance problems.

22. Exterior Appearance and Maintenance. Every house and lot shall be maintained so as to present a pleasing appearance. Window coverings and decorations shall be of conventional materials, e.g. draperies, blinds or shutters. Windows shall not be covered with aluminum foil, paper, or the like. Lawns shall be maintained in a neat manner. Houses shall be kept in reasonable repair and excessive visible deterioration shall not be allowed. If it becomes necessary for the Declarant to enter upon the premises to correct any violation of this paragraph or becomes necessary for the Declarant to enter upon the premises to correct any violation of the NCC/MC rules and regulations then, and in that event the Declarant shall, by the terms and conditions of these Covenants and Restrictions, have the Owner's permission for such entry. All related costs incurred by the Declarant incident to the correction of either the terms and conditions of this paragraph or a violation of any NCC/MC rules and regulations shall be recoverable by the Declarant, said cost to include a reasonable attorney's fees for the collection of same, in a court of competent jurisdiction. Should the Declarant elect rather than file suit in a court of competent jurisdiction for the

collection of aforementioned enumerated costs and expenses, the Declarant shall have the right to file a lien against the subject property where said correction of any violation has occurred and shall have all the rights enumerated in these Covenants and Restrictions as the Association concerning the collection of said cost and expenses in the enforcement of such lien.

23. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Rubbish, trash, garbage or othr waste shall be kept in closed sanitary containers constructed of metal or rigid plastic. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall not be visible from the street except on scheduled garbage pick up days.

24. Landscaping. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the NCC/MC, EXCEPT those areas where buildings and other improvements shall be located; i.e. homes, patios, driveways, parking and recreational areas, etc. Also, selective cutting and thinning for lawns and other general improvements shall be permitted. All disturbed areas on any lot must be covered with sod and mulch and maintained to present a pleasing appearance and to prevent the growth of weeds. It is the responsibility of each lot owner whose lot abuts a lake or swale to maintain the bank. It is the responsibility of each lot owner to sod and maintain the area between the front property line of his lot and the street, as well as between the side property line and the street in the case of corner lots, and between the rear property line and the street in the case of double frontage lots. It is the responsibility of each lot owner to prevent erosion on all areas of his lot, including easements, by sodding or other methods which may be deemed appropriate. All lot owners, including Preferred Builders, shall comply with the City approved Lot Grading Plan. All landscape designs and the installation of such landscape shall be approved by the NCC/MC pursuant to the Architectural Guidelines as promulgated by the Declarant. Any deviations of the landscape designs or the installation from the approved design installation shall result in the Declarant having the right to enter upon the premises to correct such violation. Should the Declarant deem it necessary to enter upon the premises to correct said violation the cost and expenses of same shall be collectable by Declarant pursuant to the same

25. Architectural Control. In order to preserve the beauty and aesthetic design of the Property and to promote the value of its Development, the Property is hereby made subject to the following restrictions in this Article V, and every Owner agrees to be bound hereby. Construction of improvements on the Property shall be approved and supervised by one of two architectural review boards.

(a) The NCC is charged with the review of all plans for the initial construction of improvements upon a Lot. The NCC shall be appointed by Declarant and consist of three members. The Declarant shall have the right to designate a representative to act on the Board's behalf. The NCC shall review and approve all such initial construction, whether performed by any Developer, a builder to whom a Developer has conveyed one or more Lots, or an Owner.

(b) The MC is charged with the review of all plans for any addition, removal change or modification of the improvements upon a Lot. The MC shall be appointed by Declarant and consist of three members. Provided, however, for so long as Declarant owns a portion of the Property, the Declarant shall have the right to designate a representative to act on the Board's behalf.

(c) The NCC shall review and approve all initial construction of improvements and their appurtenances from the start of construction until a single family residence is constructed on the Lot (the foregoing is hereinafter referred to as "New Construction"). Thereafter, any modifications to the New Construction, including, without limitation, the installation or change to the exterior of any building, fence, wall, sign, paving, grading, parking and building addition, screen enclosure, sewer, drain, disposal, landscaping or landscaping device or subject, exterior lighting scheme, fountain, swimming pool, jacuzzi, awning, shelter and gates (hereinafter jointly referred to as "Proposed Modification") shall be reviewed and approved by the MC.

(d) The NCC and MC shall have the following powers and duties:

(i) To promulgate architectural criteria. In addition to the basic criteria hereinafter set forth, the NCC and MC may promulgate such amendments or modifications thereto as each deems reasonable and appropriate, provided, however, such modifications or amendments shall be consistent with the provisions of this Declaration. Upon adoption of a modification or amendment to the Architectural Criteria by the NCC in the case of New Construction or by the MC in the case of Proposed Modifications, copies of such changes

shall be delivered to owners; provided, however, receipt of the modification or amendment to the criteria shall not be a condition precedent to the effectiveness or validity of such change.

(ii) To require submission to each respective committee as is appropriate, two (2) sets of plans and specifications and to the extent that MC or NCC deems it necessary or appropriate, samples of building materials, colors or such other descriptive information as it specifies.

(iii) To approve or disapprove New Construction or Proposed Modifications, respectively. The determination of the NCC, with regard to New Construction, and the MC, with regard to a Proposed Modification, shall be binding upon all owners.

(iv) Each committee shall evaluate the application for the total effect thereof. This evaluation relates to matters of judgement and taste which cannot be reduced to a simple list of measurable criteria. It is possible that New Construction or Proposed Modification might meet the general requirements delineated in Article V hereof and still not receive approval, if in the sole discretion of the NCC or MC, its overall aesthetic impact is unacceptable. The approval of an application for New Construction or Proposed Modification shall not be construed as creating an obligation on the part of the NCC or MC to approve applications involving similar designs pertaining to different Lots.

(v) If any New Construction or Proposed Modifications shall be changed, modified or altered without prior approval of the applicable committee of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the New Construction or Proposed Modifications to be reconstructed or restored to comply with the original plans and specifications, or the plans and specifications originally approved by the applicable committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the applicable committee.

(vi) Any Owner making, or causing to be made, New Construction or Proposed Modifications agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the NCC, MC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any New Construction or Proposed Modifications and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and or assuring that the New Construction or Proposed Modifications meet with all applicable governmental approvals, rules and regulations.

(vii) The NCC and MC are hereby authorized to make such charges as they deem necessary to cover the cost of review of the plans and specifications.

(e) The NCC or MC shall approve or disapprove the preliminary and final applications for New Construction or Proposed Modifications within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed approved, however, no plan which is not in compliance with the specific provisions of this Declaration shall be deemed approved.

26. Utility Lines. All water, sewer, electrical, telephone, television, and other utility lines shall be placed underground. No antennas of any kind shall be placed on the lot. Satellite dishes must be approved by the NCC/MC committees and placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land and cannot exceed a height, including any poles or additional installation structures, of five (5) feet.

27. Air Conditioning Units. No air conditioning units may be installed in any window without prior approval of NCC/MC.

28. Roadways. No one, other than Declarant unless specifically authorized by Declarant by written instrument, shall use any lot or any portion thereof for roadway purposes and no one, other than Declarant, shall construct a driveway upon any lot except to serve the lot upon which it is constructed.

29. Utility Provisions. The City of Jacksonville Beach or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard and garden of any lot or tract or to be used exclusively for irrigation. All sewage from any building must be disposed of through its sewage lines and through the sewage lines and disposal plant owned or controlled by the City of Jacksonville Beach or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The City of Jacksonville Beach has a non-exclusive perpetual and unobstructed easement and right in and to, over and under property as described in this Declaration and the plat of the Property for the purpose of ingress, egress and installation and/or repair of water and sewage facilities.

30. 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, 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 on, in or over a 7.5 foot strip at the back of each lot and a 7.5 foot strip at the side of each lot as well as the private easements on the plat. The Declarant shall have the unrestricted right and power to release said easement without the joinder of the Association. A release of the easement reserved by Declarant in this paragraph is hereby granted where any portion of a dwelling constructed by Declarant or a Builder encroaches onto said easement. The granting of easements as contained in this paragraph shall be subordinate to the Declarant's right to assign said easement to the City of Jacksonville Beach or other parties should the Declarant desire to assign said easement rights.

The private easements noted on the plat or plats are and shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns.

The Declarant hereby grants to the Association an easement over the storm drainage retention/detention areas as necessary for maintenance of the storm drainage retention/detention areas as required in this Declaration. Declarant hereby grants to the Association access to the retention areas over the platted easements that shall be granted to the City of Jacksonville Beach; however, the rights of the Association shall be subordinate to the rights of the City of Jacksonville Beach upon acceptance of the plat by the City of Jacksonville Beach.

31. 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 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 Declarations.

32. Severability. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

33. 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 or plat and have agreed to indemnify Declarant and save Declarant harmless from suits, actions, damages and liability and expense in connection with loss of life, bodily or personal injury, or 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.

34. Reservation for Subdivision Improvements. Richard R. Dostie, Inc. reserves the right to enter any lot for the purposes of completing or correcting subdivision improvements as required by agencies of the City, County, State or Federal government.

35. 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 of ten (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 release 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 approval of the St. Johns River Water Management District.

36. 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 a 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.

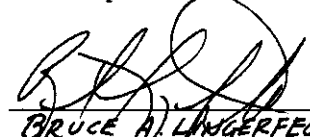
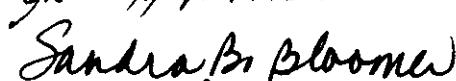
IN WITNESS WHEREOF, the Declarant has executed this instrument

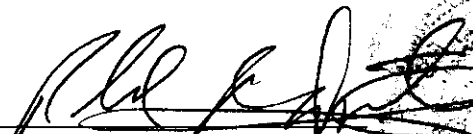
this 27th day of January, 2000.

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Signed, sealed and delivered
in the presence of:

RICHARD R. DOSTIE, INC.


BRUCE A. LINGERFELT

SANDRA B. BLOOMER

By: 
RICHARD R. DOSTIE
Its President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 27th day of January, 2000, by Richard R. Dostie, as President of RICHARD R. DOSTIE, INC. on behalf of the corporation. He is personally known to me.

My commission expires:


Notary Public, State of Florida

