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This Instrument Prepared By
PATSY A. HITE
Montgomery Land Company
9000 Regency Square Blvd., Suite 201
Jacksonville, FL 32211

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

SAN PABLO CREEK UNIT 1

THIS DECLARATION is made this 28th day of January, 1993, by San Pablo Creek Partnership, Ltd. hereinafter called "Developer".

RECITALS

A. Developer is the owner of that certain real property (the "Property") located in Duval County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Property shall be single-family dwellings and shall be developed and maintained as part of a residential development of superior quality, architectural design and condition.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property, and to promote the health, safety and social welfare of each owner of a portion of the property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the property to the covenants, restrictions, easements charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of the Property, Developer deems it desirable to create a nonprofit association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas and the Master Drainage System as said terms are hereinafter defined, located within the Property and shall administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

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DECLARATION

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafter referred to as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part hereof and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, including Developer.

ARTICLE I

DEFINITIONS

The following definitions shall apply wherever the capitalized terms appear in the Declaration:

(a) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof.

(b) "Association" shall mean and refer to San Pablo Creek Unit 1 Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

(c) "Association Articles and Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association.

(d) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time-to-time.

(e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(f) "Charges" shall mean and include all General, Special and Lot Assessments.

(g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, without limitation, any recreation

areas designated on the plat of the Property and the entrance median and signage located thereon.

(h) "Developer" shall mean and refer to San Pablo Creek Partnership, Ltd. or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.

(i) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions.

(j) "Family" shall mean and refer to a social unit consisting of parent(s) and children that they rear.

(k) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.

(l) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.

(m) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.

(n) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property is recorded, "Lot" shall mean and refer to any plot of land designated as a lot on said plat and to any resubdivided or replatted lot created pursuant to Article VII, Section 17.

(o) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.

(p) "Master Drainage System" shall mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention/retention lakes and ponds and other improvements which constitute the system, (2) drainage facilities appurtenant to said basins, (3) all lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage, ingress and egress, in order to properly operate and maintain the system, and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system.

(q) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association Articles.

(r) "Mortgage" shall mean any bonafide first mortgage encumbering a Lot as security for the performance of an obligation.

(s) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or life estate in any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(t) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(u) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article V hereof.

(v) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

(w) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control

discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42. F.A.C.

ARTICLE II

OWNERSHIP AND MEMBERSHIP

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

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

(a) Class A. Class A Members shall be all Owners with the exception of Developer while the Developer is a Class B member. Class A Members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be Members. The vote for such parcel shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A Members, plus one. The Class B membership shall cease and be converted to Class A membership when the Developer no longer owns more than 50% of the Lots within the development. The control of the Association (with the exception of the ARB) shall be turned over to the homeowners when the developer has completed all the contemplated improvements and closed the sales of 50% of the lots or whenever the developer elects to terminate its control of the Association, whichever shall first occur.

ARTICLE III

OWNER'S RIGHTS

Section 1. Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the

Association the title to the Common Areas. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of Association Articles Bylaws, Association Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the Members of the Association and their guests thereon.

(c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the Members of the Association.

(d) The right of the Association to mortgage all or any part of the Common Areas.

(e) The right of Developer or the Association to grant and reserve easements and right-of ways through, under, over and across the Common Areas.

(f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.

(g) The Association's right to (i) suspend any Owner's right to use the Common Areas for any period during which any Charges against such Owner's Lot remains unpaid and (ii) to suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days for any material infraction of the Association Rules and Regulations.

(h) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. 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.

Section 2. Assignment of Right. Any Owner may assign his right of enjoyment to the Common Areas and facilities thereon to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles and Bylaws and Association Rules and Regulations.

Section 3. Destruction of Facilities. In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his guest, tenants, licensees, agents, employees or members of his Family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

Section 4. Transfer of Title. Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association subject to easements, restrictions and governmental permits of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer will not be responsible for repairs, replacement, or additions to the common areas at the time of conveyance. However, Developer shall reserve the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities,

landscaping or creation of new easements or modifications of pre-existing easements, or to exercise any other rights provided for elsewhere herein.

ARTICLE IV

ASSOCIATION

Section 1. General. The duties and powers of the Association shall be those provided by law as set forth in this Declaration, the Association Articles and Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgement of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions and limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Master Drainage System, (iii) administer and enforce the easements provided for in this Declaration, (iv) make, collect and disburse the assessments created in this Declaration, and (v) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

Section 2. Services. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's responsibilities hereunder.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligations. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each Owner. Every Owner, excluding Developer, of a Lot, by acceptance of a deed, therefore, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the

Association the charges established or described in this Article and in the Association Articles and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Master Drainage System, including the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Associations obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Special and Emergency Assessments.

(a) In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas

and Master Drainage System, including fixtures and personal property related thereto.

(b) The Association may levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas or the Master Drainage System, and the Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 4. Lot Assessments. The Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole in a part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. Commencement of General Assessments. The General Assessments provided for herein shall commence as to each Lot on the first day following the conveyance by Developer.

Section 6. Effect of Nonpayment and Remedies of the Association

(a) Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at a rate of eighteen percent (18%) per annum until paid.

(b) All Charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not), shall become a lien on such Lot from and after the date of recording a claim of lien in the public records of Duval County, Florida. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable

attorneys' fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) The lien of the Charges provided for herein shall be inferior and subordinate to the lien of any first mortgage placed upon any Lot so long as such mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of Lot pursuant to foreclosure, by such mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer; however, any party taking title to a Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall be liable for any Charges which become due after such acquisition. Any Charges which are waived by virtue of a party taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Class A Members as an Association expense.

Section 7. Certificate. The Treasurer of the Association upon written demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget.

(a) The fiscal year of the Association shall consist of a twelve-month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) The San Pablo Creek Unit 1 Homeowners' Association, Inc., shall determine the budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles and Bylaws, the Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider

necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for general operating reserve and reserves for contingencies and replacements. The Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

(d) The failure or delay of the Board of Directors to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver of release in any manner of any Owner's obligation to pay any assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the Assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from all assessments and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority;

(b) All Common Areas;

(c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and

(d) All properties owned by the Developer. The Developer may assign this exemption right to any entity which acquires two or more Lots for development purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 10. Ad Valorem Taxes. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

ARTICLE VI

ARCHITECTURAL CONTROL

Section 1. ARB. The Developer or its assigns shall be the Architectural Review Board (the "ARB") as long as Developer or its assigns owns one or more lots in the development. At such time as developer relinquishes the ARB control to the Association, the Developer shall establish the ARB, which shall consist of at least five (5) members who may or may not be members of the Board of Directors, provided that prior to the termination of Developer's right to appoint and remove officers and directors of the Association, Developer reserves the right to appoint a majority of members of the ARB, which appointees do not have to be Owners. Developer or its assigns will retain control of the ARB as long as it owns one or more lots in the development. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Developer at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only Developer shall have the right to remove ARB members which Developer has appointed. The ARB shall meet at least quarterly or on an as needed basis as may be designated by the Chairman of the ARB. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARB in performing its functions as set forth herein.

Section 2. Architectural Approval.

(a) No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House or the lot, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the ARB. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

(b) The plans to be submitted to the ARB for approval shall include (i) two copies of the construction plans and specifications, including all proposed landscaping, (ii) an elevation or rendering of all improvements, (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARB's design and construction standards in effect, if any, from time-to-time, the effect of the improvements on the appearance of surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.

(d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB in accordance with its forthcoming within thirty (30) days after complete submittal has been made to the ARB, unless an extension is agreed to by the applicant, the application shall be deemed approved and the construction of the improvements applied for may be commenced,

provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ARB's design and construction standards, if any.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VI, Section 2 (f), or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within nine (9) months from commencement unless the ARB allows an extension of time.

(f) The developer may approve plans for future building by the builders prior to the developer turning architectural control over to the Homeowners Association. Minor changes in said plans will be allowed without requiring the builder to resubmit the plans to the Architectural Review Board. The "ARB" and the Homeowners Association will be bound to honor the plan approvals given by the Developer.

(g) The ARB shall establish a fee sufficient from time-to-time to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

Section 3. No Representation. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted,

revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Land Use. All lots shall be used for residential purposes exclusively.

Section 2. Minimum Square Footage of Dwellings. The ground floor area of any House shall contain a minimum of One Thousand Three Hundred (1,300) square feet of enclosed living area in the case of one-story structures, and not less than Eight Hundred (800) square feet in the case of a structure greater than one story. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas.

Section 3. Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

(a) A 20 foot setback from the front line;

(b) A total combined side setbacks of 15' with a minimum of 5 feet on one side;

(c) A 10 foot setback from the rear line;

(d) A 10 foot setback from any side street line.

The term "front lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear lot line" shall mean any lot boundary line, other than a lot line which is contiguous to a street right-of-way, which does not extend to or intersect the front lot line. The term "interior side lot line" shall mean any lot boundary line other than a front or rear lot line, and other than a lot line which is contiguous to a street right-of-way. As to all corner lots, the Developer may, in its sole discretion, determine which lot lines are the front lot lines and the side street lines.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less than 6,000 square feet.

Section 5. Maximum Height of a Structure. The maximum height of a structure for all permitted or permissible uses and structures is Thirty Five (35) feet.

Section 6. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 7. Conduct of Residents. No illegal, noxious or offensive activity shall be conducted or carried on, in or upon any Lot or any other portion of the Property. Accordingly, residents shall not engage in any activities or maintain any condition, plant, animal, device or thing whose activities or existence shall in any way be or become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood, or which shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Property. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property; provided, however, that Developer or builders, with Developer's approval, may burn clearing and building debris as needed.

Section 8. Signs. No commercial signs, excepting one "For Rent" or "For Sale" sign, shall be erected or maintained on any Lot, except with the written permission of the Developer or except as may be required by legal proceedings. The Developer reserves the right to restrict size, color and content of signs permitted by it to be erected upon any Lot within the Property. Identification and street numbers exceeding a combined total more than two (2) square feet shall not be erected without the written permission of the Developer. This section shall not apply to the Developer or to any person or entity designated by the Developer. Developer or his designee reserves the right to enter any portion of the development and remove any sign not meeting the above stated criteria.

Section 9. Parking Spaces for Boats, Trailers and Trucks.

Each Lot shall provide an attached garage for two (2) automobiles off the street prior to the occupancy of any House. No automobiles, trailer, or boats shall be parked in the roadways or on the street right-of-way(s) adjoining any Lot. No wheeled vehicles of any kind or any other offensive objects may be kept or parked in a state of disrepair on any Lot or in the street right-of-way adjoining any Lot. No boats, boat trailers, trucks (other than pick-up trucks), travel trailers, motor homes or recreational vehicles shall be parked on any Lot unless such shall be placed or parked in a fenced side yard (other than a side abutting a street right-of-way) or fenced rear yard of a Lot, so that such vehicle cannot be observed from the street. Commercial vehicles for pick up and delivery services may, on a temporary basis only, constitute an exception to this Section.

Section 10. Sanitary Sewerage and Water Service.

(a) Prior to the occupancy of a residence on any Lot, proper and suitable provisions shall be made for the disposal of sewerage by connection with the sewer mains of the utility company ("Utility") which has entered into a utility agreement with the Developer. The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners shall connect up to and be serviced by this Utility and no other. The Utility shall operate and maintain the sewer systems, including the sewage treatment plant and sewage lift-stations in a manner so as not to pollute the ground, air or water in, under or around such area or subdivision with improperly or inadequately treated sewerage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State of Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewerage disposal system on any Lot.

(b) No private water wells may be drilled or maintained on any Lot, except as hereinafter set forth. The Utility shall lay and maintain water lines accessible to each Lot so as to properly service each Lot with potable water and the Utility will maintain sufficient pressure on said water lines so that users may have ample supply at all times subject only to acts of God or other conditions beyond the control of the Utility. The Utility shall have the exclusive right and duty to service the Lots and improvements constructed thereon which are the subject of these provisions, and the Lot and Owners shall be obligated to use the same and no other. Each Owner may drill a well, assuming it complies with all governmental requirements and regulations, if the sole purpose for said well is to provide water for lawn, swimming pools, ornamental shrubs, outdoor plantings, heat pumps or air conditioning units.

(c) In the event of any violation of this Section 10, the Developer or the Utility may prosecute proceedings in law or in equity against the person(s) violating these provisions and shall be entitled to all available remedies for such violations.

(d) The connection fees and charges for water and sewer services shall be as established by the Utility and as regulated by appropriate governmental authorities.

Section 11. Garages. All garages must be constructed to accommodate two automobiles and be constructed as part of the same building as the House.

Section 12. Temporary Structures. Subject to the provisions of Section 26, no structure of a temporary character or nature shall be placed upon any Lot at any time. Temporary structures shall include, without limitation, storage sheds, tool sheds and workshops. Permissible temporary structures located or erected under the provisions of Sections 26 shall not at any time be used as a residence or be permitted to remain on the Lot after the time specified for removal under Section 26.

Section 13. Fences. No fence or wall shall exceed six (6) feet in height and no chain link or wire fence shall be allowed on any Lot, except as set forth in this paragraph. The fence shall be constructed in shadowbox style using 1/2 inch thick cyprus. No fence or wall shall be built beyond the imaginary line extending from the front corner of the House to the side lot lines. For corner Lots, no fence or wall shall extend beyond the rear corner of the House. On lake lots (as hereinafter defined) no fence shall be placed beyond the top of bank. Fences fronting lakes, creeks or other wetlands shall be no higher than four (4) feet at the sides and rear of lot and shall be constructed of shadowbox style.

(a) "Mailboxes". All mailboxes shall be either brick, masonry or must be placed on a 4" x 4" post. If the post and mailbox are not brick or masonry, then they are to be black in color. All brick or masonry mailboxes shall meet the requirements of Duval County.

Section 14. Livestock and Poultry. No animals, livestock or poultry shall be bred, kept, raised or maintained on any Lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and to not exceed Three (3) in the aggregate. Birds and rabbits shall be kept caged at all times.

Section 15. No Improvements Prior to Construction of Residence. No drives, walks, fences, walls or other improvements, if same be permitted hereby, shall be erected on any Lot prior to the erection of construction of a House thereon, provided that any such improvements may be erected and constructed on any Lot simultaneously and in conjunction with erection of the House.

Section 16. Landscaping. Minimum landscaping requirement of all home builders in SAN PABLO CREEK UNIT 1 shall require that those areas deemed front yard (that area forward of actual front outside corners of the building to side lot lines, to back of curb street) will be fully sodded as well as two feet on each side and three feet in the rear. Corner lot sideyards adjacent to

roadways shall be fully sodded.

Section 17. Resubdividing of Lots. No Lot shall be subdivided or sold or leased in parcels except as provided in this paragraph. The Developer may subdivide or replat or may combine fractional parts of any Lots to create a new building plot, in any way it sees fit to do so provided that any such replatted or resubdivided Lot or Lots or fractional part or parts thereof shall have an area of not less than Six Thousand, (6,000) square feet and a width at the front building restriction (setback) line of not less than Sixty (60) feet. The several covenants, restrictions and reservations herein set forth shall apply to the Lots subdivided or replatted, in the same manner as if such Lots were original platted Lots.

Section 18. Release of Violations. Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Developer shall have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Developer shall not release a violation except one it determines to be a minor violation.

Section 19. Prohibited Structures and Activities. No radio, television aerial or antenna or satellite dish nor any other exterior electronic equipment or device of any kind shall be installed or maintained on the exterior of any structure located on a Lot nor be installed or maintained on the grounds.

No exterior clothes drying shall be permitted except behind a fenced area. No automobile, trailer, tent to be used or which can be used wholly or partly, permanently or temporarily, for residential purposes shall be allowed on any Lot.

Section 20. Lake Lots. The lake lots shall be subject to the following covenants and restrictions:

a) The Owners of the lake lots shall have the responsibi .ity of sodding to prevent erosion, and maintaining lake banks within their boundaries and of maintaining the lake lots to the actual water line, as it may exist from time-to-time, in otherwords, the lake lots shall be fully sodded, including the lake banks. The lake lots shall be maintained by said Owners in a neat, clean and orderly manner, and so as to prevent erosion of the embankment; and, the height, grade and contour of the embankment shall not be changed without prior written approval of the Developer and/or any governmental agency which may have jurisdiction thereof. The owners of lots on the lakes shall be responsible for maintenance of the lakes. (b) The County of Duval, is hereby granted perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property that are a part of the Master Drainage Plan. Each lake lot is subject to an easement to the County from the top of the lake embankment to the rear lot lines (including any submerged portions of the Lot) for the installation, use, maintenance, repair and replacement of the Master Drainage System. The County and the Association shall have perpetual easements across each lake lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration, on the plat of the Property, or by law.

Section 21. Wetlands.

(a) General. Only the Developer shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. Subject to drainage easements to the County, the Association shall have the sole and absolute right to control the water level of such lakes and to control the growth and eradication of plants, animals, fish and fungi and in any such lakes. The height, grade and contour of any lake embankment shall not be changed without the prior written consent of the Association.

No decks, docks, moorings, pilings, bulkheads or other structures shall be constructed on such embankments, unless and until same shall have been approved by Developer, which approval the Developer may withhold in its sole discretion.

(b) Recreational Use. Recreation use in or on the lakes, ponds, streams, lagoons, marshes, or other wetlands will require prior written consent of the Association and/or be in accordance with the Association Rules and Regulations; and be restricted to use by the owners of the lots which are contiguous to the lakes, ponds, streams, lagoons, marshes or other wetlands (the intent here being that no one can traverse private property in order to gain entry to a waterway). Permission granted, even then, only manually powered boats, sailboats fourteen feet (14') or less, and boats fourteen feet (14') or less powered by electric trolling motors may be used on any of the lakes, ponds, streams, lagoons, marshes, or other wetlands within the Property, notwithstanding that all or portions of such wetlands may be located within a Lot.

(c) Governmental Permits. No clearing or construction of improvements and no dredging or filling activities are permitted within the wetland limits as shown on the plans entitled SAN PABLO CREEK UNIT 1 prepared by Michael Antonopoulos and Associates, Inc., dated March, 1992, Project Number 9156, and further as delineated on the recorded plat, that the lot owner shall apply to the District for a permit modification for such work. The foregoing provisions may not be amended without the approval of the Department of Environmental Regulation, U.S. Army Corps of Engineers, the St. Johns River Water Management District and any other controling federal, state or local agencies. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 22. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

Section 23. Term. The covenants and restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A.D., 2022, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless within six months prior to the first day of January, A.D., 2022 or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of Duval County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years, unless and until further changed, modified, waived or extinguished in the manner provided in this paragraph. The covenants and restrictions and easements in Article VIII, shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

Section 24. Enforcement. If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, any Owner, or the Association to (i) institute proceedings at law for the recovery or damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorneys' fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

Section 25. Severability. If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

Section 26. Temporary Accommodations for Builders. Contractors and subcontractors who are actively engaged in the erection of any improvement on a Lot shall be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days after the completion of such work. Abandonment of any such

trailer or structure, or the location of any such trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to and shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

ARTICLE VIII

UTILITY EASEMENTS AND OTHER EASEMENTS

Section 1. General. Developer reserves for itself and for the Association and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, side and rear Lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By the virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Cable Television. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

OFFICIAL RECORDS

Section 3. Lakes. Developer hereby reserves for itself, the Association and the Owners a perpetual easement over and under all lakes within the Property for drainage of surface and storm water.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Condemnation of Common Area. In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 2. Notice. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage repaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 3. Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 4. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Amendment.

(a) Subject to the provisions of Article II Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent of joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Association, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan

mortgages, (ii) to conform to the requirement of the Federal Housing Administration or the Veterans Administration, (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iv) to perfect, clarify or make internally consistent with the provisions herein.

(b) Subject to the provisions of Article II, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided for herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially altered thereby.

(c) Notwithstanding the foregoing, this Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Lots, which amendment shall be effective upon the recordation in the curent public records of Duval County.

(d) Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 6. Transfer of Developer's Rights. The Developer shall have the sole and exclusive right at any time to transfer and assign to any person or entity it shall select, any or all rights, powers, privileges, given to or reserved by Developer by any part or paragraph of these covenants and restrictions and under the provisions of the recorded plat of the Property. In the event that at any time hereafter there shall be no person or entity entitled to exercise said rights, the same shall be vested in and exercised by a committee elected by a majority of the Owners.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants and Restrictions for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered in the presence of:

Janet P. Wilson

Patsy A. Hite

SAN PABLO CREEK PARTNERSHIP, LTD.
a Florida Limited Partnership

BY: Mitchell R. Montgomery, its sole general partner

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of January, 1993, by Mitchell R. Montgomery, the sole general partner of San Pablo Creek Partnership, Ltd., a Florida limited partnership, an individual who is personally known to me. He did acknowledge before me that he executed the same on behalf of the San Pablo Creek Partnership, Ltd. for the purposes therein expressed.

Patsy A. Hite
NOTARY PUBLIC
State of Florida

My commission expires: 2-17-94

PATSY A. HITE NOTARY SEAL PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 2-17-94

EXHIBIT "A"

A PART OF THE BARTOLEMEO DE CASTRO Y. FERRER GRANT, SECTION 38, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHEAST CORNER OF OSPREY POINTE AS RECORDED IN PLAT BOOK 44, PAGES 38, 38A, 38B, 38C AND 38D OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY, SAID POINT LYING ON THE WESTERLY RIGHT OF WAY LINE OF SAN PABLO ROAD (AN 80 FOOT RIGHT OF WAY AS ESTABLISHED BY SAID PLAT); THENCE SOUTH 84° 41' 57" WEST ALONG THE NORTHERLY LINE OF SAID OSPREY POINTE, A DISTANCE OF 1268.66 FEET; THENCE NORTH 10° 36' 14" WEST, A DISTANCE OF 240.40 FEET; THENCE NORTH 07° 47' 04' EAST, A DISTANCE OF 205.98 FEET; THENCE NORTH 05° 18' 03" WEST, A DISTANCE OF 110.00 FEET; THENCE NORTH 84° 41' 57" EAST, A DISTANCE OF 195.00 FEET; THENCE SOUTH 05° 18' 03" EAST, A DISTANCE OF 35.00 FEET; THENCE NORTH 84° 41' 57" EAST, A DISTANCE OF 295.00 FEET; THENCE NORTH 05° 02' 48" WEST, A DISTANCE OF 239.16 FEET; THENCE NORTH 72° 24' 19' EAST, A DISTANCE OF 575.72 FEET TO THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF SAN PABLO ROAD; THENCE SOUTH 17° 34 13" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 897.24 FEET TO THE POINT OF BEGINNING.

93-00124442

FILED AND RECORDED IN PUBLIC RECORDS OF DUVAL COUNTY FLA

93 FEB -1 PM 3:18

RECORD VERIFIED

CLERK OF CIRCUIT COURT