

DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
TACITO CREEK SUBDIVISION

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DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS
FOR
TACITO CREEK SUBDIVISION

THIS DECLARATION is made this ___ day of February, 1990, but deemed effective September 29, 1989 by OLD RIVER ROAD, INC., a Florida corporation, which declares hereby that "The Properties" described in Article II of this Declaration are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Assessment" means and refers to a share of the funds required for payment of the expenses of the Association, which funds shall be assessed against a Lot Owner from time to time.

(b) "Association" means and refers to Tacito Creek Subdivision Homeowners' Association, Inc., a Florida corporation not for profit, which is to be incorporated.

(c) "Bylaws" means the bylaws adopted by the Association and in effect from time to time.

(d) "Common Areas" means and refers to the property designated as Common Areas on the Plat herein and in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including without limitation, all structures, open space, landscaping, masonry walls, wood fences, walkways, entrance markers, signs, sprinkler systems, and street lights, if any, but excluding any public utility installations thereon, and any area subject to maintenance obligations by the City of Jacksonville or any Owner, except lands owned by said City. Notwithstanding anything herein to the contrary, Common Areas shall include all landscaped areas located within Tacito Creek Subdivision lying within the road right of way dedicated to the City of Jacksonville.

(e) "Declarant" or "Developer" means and refers to Old River Road, Inc., its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned by written instrument recorded in the Public Records of Duval County, Florida. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate

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portions of The Properties. In the event of such a partial assignment of its rights, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. A Lot purchaser, Lot Owner, or Lot mortgagee shall not be deemed to be the Developer by the mere act of purchase, ownership, or holding of a mortgage encumbering a Lot.

(f) "Declaration" means and refers to this Declaration of Conditions, Covenants, Easements, and Restrictions for Tacito Creek Subdivision as recorded in the Public Records of Duval County, Florida, and as the same may be amended from time to time.

(g) "Entitled To Vote" means and refers to that Lot Owner who shall cast a vote for a Lot at an Association meeting. If more than one person or legal entity shall own any Lot, the Owners thereof shall determine among themselves who shall be the Member Entitled To Vote. Said determination shall be manifested upon a voting certificate, signed by all Owners of said Lot, and given to the Association Secretary for placement in the Association records. Notwithstanding anything contained herein, all Lot Owners whether Entitled To Vote or not are assured of all other privileges, rights, and obligations of Association membership and shall be Members of the Association.

(h) "Front Yard" means and refers to a yard extending across the front of a Lot between the side Lot lines and being the minimum horizontal distance between the street right of way and the principal building or any projections thereof other than the projections of uncovered steps, porches, or roof overhangs. On corner Lots, the Front Yard shall be considered as parallel to the street upon which the Lot has its least dimension.

(i) "Lot" means and refers to any Lot on the Plat of The Properties, which Plat is designated by Developer hereby or by any other recorded instrument to be subject to these covenants and restrictions (and to the extent the Developer is not the Owner thereof, then designated by the Developer joined by the Owner thereof), any Lot shown upon any resubdivision of any such Plat, and any other property hereafter declared as a Lot by the Developer and thereby made subject to this Declaration. To the extent the Developer is not the Owner thereof, then such declaration shall be made by the Developer joined by the Owner thereof.

(j) "Member" means and refers to all those Owners who are Members of the Association as provided in Article III hereof.

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(k) "Natural Green Area" means and refers to the rear ten (10) feet of the Rear Yard of those Lots enumerated on the Plat as Lots 31 through 37, inclusive.

(l) "Owner" means and refers to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

(m) "Plat" means and refers to the plat of Tacito Creek Subdivision as recorded in Plat Book 45, Page 97, 97A, 97B, 97C and 97D of the Public Records of Duval County, Florida together with any plat of additional land made subject to this Declaration and to the jurisdiction of the Association.

(n) "The Properties" means and refers to all such existing properties as described in the Plat and additions thereto, as are now or hereafter made subject to this Declaration and to the jurisdiction of the Association, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(o) "Rear Yard" means and refers to a yard extending across the rear of a Lot between the side Lot lines and being the minimum horizontal distance between the rear of the principal building or any projections thereof other than the projections of uncovered steps or porches or roof overhangs to the rear Lot line. On all corner Lots, the Rear Yard shall be at the opposite end of the Lot from the Front Yard.

(p) "Restricted Landscape Area" means and refers to any portion of any Lot lying below the most restrictive of either the U.S. Army Corps of Engineers, Department of Environmental Regulation, or The St. Johns River Water Management District jurisdictional boundary as such boundary is established and shown on the Plat.

(q) "Side Yard" means and refers to an open unoccupied space on the same Lot with the main building, situated between the side line of the building and the adjacent side line of the Lot and extending from the rear line of the Front Yard to the front line of the Rear Yard.

(r) "Stormwater Management System" means and refers to those portions of The Properties designated on the Plat which collect, convey, channel, hold, inhibit, or divert the movements of stormwater, excluding, however, any such facilities the ownership of which resides with the City of Jacksonville, Duval County, Florida, or other governmental instrumentality.

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ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

Section 1. Legal Description. The real property which, initially, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Duval County, Florida, and is more particularly described in the Plat, all of which real property, and all additions thereto, is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2. Supplements. Developer may from time to time bring additional land under the provisions hereby by recorded supplemental declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee, except in the case of property not then owned by the Developer, in which case the owner thereof shall join in the applicable supplemental declaration) and thereby add to The Properties. To the extent that additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties shall be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described in the Plat. Except as provided in Article IX, Section 5 hereof, nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under such common scheme, nor to prohibit the Developer from rezoning and changing the development plans with respect to such future portions and/or the Developer from adding additional or other property to The Properties under such common scheme. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition, or deletion hereafter made by Developer and shall evidence such consent in writing if requested to do so by the Developer at any time.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1 of Article III, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Association. Membership in the Association shall be appurtenant to each Lot and may not be separated from ownership of said Lot. The record title holder to each Lot shall automatically become a Member of the Association and shall be assured of all rights and privileges thereof upon presentation of a photostatically or otherwise reproduced copy of said Owner's deed to the

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Association Secretary for placement in the records of the Association. To the extent that said deed shall pass title to a new Lot Owner from an existing Lot Owner, membership in the Association shall be transferred from the existing Lot Owner to the new Lot Owner.

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

Class A. Class A Members shall be all those Owners as defined in Section 1 of Article III with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1 of Article III. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B Membership shall cease and terminate:

(1) at such time as ninety percent (90%) of all Lots to be ultimately subject to Association Membership within The Properties have been sold and conveyed by the Developer; or

(2) four (4) years from the date of recordation of this Declaration; or

(3) sooner at the election of the Developer,

whichever event shall first occur, whereupon the Class A Members shall be obligated to elect the Board of Directors of the Association and assume control of the Association. Notwithstanding anything herein to the contrary, so long as the Declarant, Old River Road, Inc., shall own one (1) Lot in the Properties, Declarant shall be entitled to one (1) seat on the Board of Directors.

Section 3. General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

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ARTICLE IV
PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

Section 1. Members Easements. Each Member, and each tenant, agent, and invitee of such Member, shall have a nonexclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents, and invitees, in such manner as may be regulated by the Association. If any Lot Owner's sole ingress to or egress from his Lot is through the Common Areas, any transfer or conveyance thereof herein or hereafter made or made on the Plat shall be subject to such Lot Owner's ingress and egress rights.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and the restrictions on the Plats of portions of The Properties from time to time recorded.

(b) The right of the Association to suspend the Owner's (and his permittees') voting rights for any period during which any Assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) ~~The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.~~

(d) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(e) Each Owner's rights to use and enjoyment of those portions of the Common Areas which form a part of the Stormwater Management System shall be subject to all rules and regulations related thereto contained herein or by the Association, The St. Johns River Water Management District, the Florida Department of Environmental Regulation, the U.S. Corps of Engineers, or any other agency or instrumentality having jurisdiction.

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Section 2. Easements Appurtenant. The easements provided in Section 1 of Article IV shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Maintenance. Except as set forth in Article V, Section 3 hereof, the Association shall at all times maintain in good repair, manage, operate, insure, and shall replace as often as necessary, the Common Areas, the Stormwater Management System, drainage structures, masonry walls, lighting fixtures and appurtenances, landscaping, irrigation systems, entrance markers, signs, improvements, and other structures (except utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid lighting fixtures and irrigation shall include and extend to payment for all electricity and water consumed in their illumination and use, respectively. Without limiting the generality of the foregoing, the Association shall assume in writing all of Developer's responsibility to Duval County, the St. Johns River Water Management District ("SJRWMD") the State of Florida Department of Environmental Regulations ("DER") and the U.S. Army Corps of Engineers ("USACE"), including without limitation all responsibility and obligation under Duval County, Florida P.U.D. Ordinance No. 88-712-504 (9/23/88), SJRWMD Permits No. 42-031-0897IM (Stormwater Wet Retention - 12/13/88); 42-031-1084N (Stormwater Permit - 10/20/88); DER Permits No. 16145562 (Construct and Fill Roads with Culverts), and USACE Permits No. 88NWQ-20068 (Dredge and Fill - 3/16/88), and all other permits from any governmental authority regarding development of the Properties, of any kind with respect to the Common Areas and the Stormwater Management System and shall indemnify and hold the Developer harmless with respect thereto. All work pursuant to this Section 3 and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas. The Association is hereby granted an easement over and across all Lots for access of personnel and equipment to maintain, repair, renovate, or construct improvements upon the Common Areas and the Stormwater Management System as set forth herein, or to achieve the objectives of Article V, Section 3 hereof upon any Lot, the Common Areas, and the Stormwater Management System. In addition to the enforcement rights set forth herein in favor of the Association, each of DER, SJRWMD, and USACE shall have the right, power, and authority to enforce the terms of this Declaration which terms relate to any of the foregoing infrastructure regulated by such entity, including without limitation the Stormwater Management System.

Section 4. Utility Easements. Use of the Common Areas for utilities, as well as use of the other utility easements as shown on the Plat shall be in accordance with the applicable provisions of this Declaration. The Developer and its designees shall have a perpetual easement over, upon, and under the Common

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Areas for the connection to or installation and maintenance of electric, power, gas, sewer, water, community and/or cable TV, security and other communication lines, and utilities lines, pipes, equipment, materials, and cables of all types for service to the Lots and other portions of The Properties.

Section 5. Public Easements. Fire, police, postal, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 6. Association Rights. Beginning from the date this Declaration is recorded, the Association shall be responsible for the maintenance of such Common Areas and the Stormwater Management System (whether or not then conveyed or to be conveyed to the Association), such maintenance to be performed in a continuous and satisfactory manner. It is intended that all real estate taxes, if any, assessed against the Common Areas owned or to be owned by the Association shall be proportionally assessed against and payable as part of the taxes of the applicable Lots within The Properties. However, in the event that, notwithstanding the foregoing, any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of the same, including taxes on any improvements and any personal property located thereon, which taxes accrue from and after the date this Declaration is recorded, and such taxes shall be prorated between Developer and the Association as of the date of such recordation. Developer shall have the right from time to time to enter upon the Common Areas and other portions of The Properties for the purpose of construction, reconstruction, repair, replacement, and/or alteration of any improvements or facilities on the Common Areas or elsewhere on The Properties that Developer elects to effect, and to use the Common Areas and other portions of The Properties for sales, displays, and signs or for any other purpose during the period of construction and sale of any portion of The Properties. Without limiting the generality of the foregoing, the Developer shall have the specific right to maintain upon any portion of The Properties sales, administrative, construction, or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its successors, assigns, employees, and contractors, for this purpose. Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

Section 7. Other Easements. The Owner of each Lot shall have an easement of access over and upon adjoining Lots and the Common Areas for the purpose of allowing such Owner to: mow his lawn, maintain and keep said Owner's Lot and the improvements thereon in good operating order and maintain and repair air

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conditioning compressors, air conditioning equipment, meters and other equipment serving such Owner's Lot which may be located on such adjoining Lots and/or the Common Areas. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots. There are hereby declared to exist and there shall be reciprocal appurtenant easements of encroachment as between each Lot for the unwilling placement, shifting, settling or overhang of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration), to a distance of not more than ten (10) feet, as measured from any point on the common boundary between adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement exist if such encroachment is caused by the willful misconduct on the part of the Owner, Owner's agent, or Owner's tenant, of the encroaching Lot.

ARTICLE V

ASSOCIATION-COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Except as provided elsewhere herein, the Developer (and each party joining in this Declaration or in any supplemental declaration), for all Lots within The Properties, hereby covenant and agree, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association all Assessments or charges for the maintenance, management, operation, and insurance of the Common Areas and the Stormwater Management System, as provided elsewhere herein, including such reasonable reserves as the Association may deem necessary, capital improvement Assessments, as provided elsewhere herein, Assessments for maintenance as provided in Section 4 hereof, and all other charges and Assessments hereinafter referred to, all such Assessments to be fixed, established and collected from time to time as herein provided. In addition, special Assessments may be levied against particular Owners and Lots for fines, expenses incurred against particular Lots and/or Owners to the exclusion of others and other charges against specific Lots or Owners as contemplated in this Declaration. The annual, special, and other Assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot(s) at the time when the Assessment fell due and all subsequent Owners until paid. Except as provided herein with respect to special Assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all Assessments

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imposed by the Association shall be imposed against all Lots subject to its jurisdiction equally. Reference herein to Assessments shall be understood to include reference to any and all of said charges whether or not specifically mentioned.

Section 2. Purpose of Assessments. The regular Assessments levied by the Association shall be used exclusively for maintenance, repair, renovation, and construction upon the Common Areas, the Stormwater Management System, and for certain Lot maintenance related to the foregoing; for capital improvements; for reserves (if any); and to promote the health, safety, welfare, and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

Section 3. Exterior Maintenance. The Association shall maintain in good condition (and improve if the Association shall deem it appropriate) all landscaping, masonry walls, wood fences, and improvements as initially placed by the Developer on the Common Areas or in the landscaped areas which form a part of the roadways throughout the Properties dedicated to the City of Jacksonville. The Association, through action of the Board of Directors taken by not less than a two-thirds (2/3) favorable vote of such Board, may, but shall have no obligation to, also provide exterior maintenance upon any Lot(s) for all or any of the following: fences, trees, shrubs, grass, walls, and other landscaping. The cost of the exterior maintenance referred to in this Section 3 performed by the Association shall be deemed a special Assessment to be charged against each Lot so maintained. The Board of Directors of the Association shall estimate the cost of any such exterior maintenance for each year and shall fix the Assessment therefor for each year, but the Board shall, thereafter, make such adjustments with the Owners as are necessary to reflect the actual cost of such exterior maintenance.

If the Association has not elected to provide the exterior maintenance referred to in the second sentence of this Section 3, then upon the Owner's failure to maintain the exterior of the Lot in good repair and appearance, the Association may, at its option, after giving the Owner thirty (30) days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute a special Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

Each Owner, except as contemplated specifically herein, shall comply with all permits and regulations related to the

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Stormwater Management System and shall maintain the structures and grounds not maintained by the Association on each Lot at all times in a neat and attractive manner and as provided elsewhere herein, including without limitation maintenance, mowing to the water's edge and upkeep of all embankments of such Owner's Lot which are contiguous to, border, or constitute any part or portion of the Stormwater Management System and shall ensure that such Owner has not caused any debris or foreign matter to be placed, thrown, or otherwise deposited in the Stormwater Management System. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days' written notice sent to his last known address, or to the address of the subject premises, have that portion of the grass, weeds, trees, shrubs, and vegetation which the Owner is obligated to maintain cut when and as often as the same is necessary in its judgment, and have dead trees, shrubs, plants, and debris removed from such Lot and other areas and replaced, as appropriate, and may have any portion of the Lot and other areas resodded or landscaped. All expenses of the Association incurred as provided in this Section 3 shall be a lien and special Assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot.

Section 4. Capital Improvements. Funds in excess of One Thousand and No/100 Dollars (\$1,000.00) in any one case which are necessary for the addition of capital improvements (as distinguished from repairs and maintenance) relating to the Common Areas under the jurisdiction of the Association and which have not previously been collected as reserves or are otherwise available to the Association shall be levied by the Association as special Assessments only upon approval of a majority of the Board of Directors of the Association and upon approval by two-thirds (2/3) favorable vote of the Members of the Association voting at a meeting or by ballot as may be provided in the Bylaws of the Association.

Section 5. Initial Capital Contribution. In addition to the payment of annual or other assessments as provided in this Article V, each Owner shall, at the time of closing of such Owner's Lot, make an initial capital contribution to the Association in the amount of One Hundred and No/100 Dollars (\$100.00) or such other amount as may be determined by the Association from time to time (the "Initial Capital Contribution"). The Initial Capital Contribution shall constitute an Assessment as defined herein and, as such, may be collected in the manner as provided for same.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual Assessments provided for in this Article V shall commence on the first day of the month next following the recordation of this Declaration and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance

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in monthly installments, or in annual, semi-annual, or quarter-annual installments, if so determined by the Board of Directors of the Association. The Assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other Assessment that is in the future adopted. The original Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special Assessment shall be fixed in the Board of Directors resolution authorizing such assessment.

The initial Assessment for the first fiscal year of the Association shall be collected at the rate of Twenty-five and No. 100 Dollars (\$25.00) per Lot per quarter or portion thereof if such Lot shall have been initially conveyed during such quarter. For all fiscal years following the initial fiscal year a copy of a proposed annual budget shall be mailed to the Lot Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Lot Owners shall be given written notice of the time and place at which such meeting of the Board of Directors of the Association to consider the budget shall be held, and such meeting shall be open to the Lot Owners. If a budget is adopted by the Board of Directors which requires Assessment against the Lot in any fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, upon written application of ten percent (10%) of the Lot Owners to the Board of Directors, within thirty (30) days of the adoption of such budget, a special meeting of the Lot Owners shall be held upon not less than ten (10) days' written notice to each Lot Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any individual director thereof, at which special meeting Lot Owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority vote of all Members (one (1) vote per Lot).

Section 7. Duties of the Board of Directors. The Board of Directors of the Association (sometimes herein referred to as the "Board") shall fix the date of commencement and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each assessment period, to the extent practicable, at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the Assessment shall thereupon be sent to every Owner subject thereto thirty (30) days prior to payment of the first installment thereof, except as to emergency Assessments. In the event no such notice of a change in the Assessments for a new Assessment period is given, the amount payable shall continue to be the same as the amount payable for the

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previous period, until changed in the manner provided for herein. Subject to the other provisions hereof, the Association shall upon request at any time furnish to any Owner liable for an Assessment a certificate in writing signed by an officer of the Association, setting forth whether such Assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid. The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

Section 8. Effect of Non-payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the Assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such Assessments (or installments) shall become delinquent and shall, together with late charges, interest, and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment also shall pass to his successors in title and recourse may be had against either or both such Owners as well as the property.

If any installment of an Assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed; provided that only one (1) late charge may be imposed on any one (1) unpaid installment. If such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges. However, each other installment thereafter coming due shall be subject to one (1) late charge each as aforesaid. Alternatively, the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the accelerated maturity date when due until paid at the highest lawful rate. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid or may foreclose the lien as if it were a mortgage against the Lot on which the Assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges, and interest, and in the event a judgment is obtained, such judgment shall include all such sums as above

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provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next twelve (12) months' worth of installments, each installment so accelerated shall be deemed to be, initially, equal to the amount of the then most current delinquent installment; provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special Assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of Assessments stated in this Section 8, any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sale, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all Assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article V.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments as provided hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. It shall not be the duty of any mortgagee of any part or all of The Properties to collect Assessments. All Assessments, late charges, interest, penalties, fines, attorneys' fees, and other sums provided for herein shall accrue to the benefit of the Association. Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

Section 9. Subordination of the Lien. The lien of the Assessments provided for in this Article V shall be subordinate to tax liens and to the lien of any first mortgage to any institutional lender which is now or hereafter placed upon any property subject to Assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through, or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance

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in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 9 shall be deemed to be an Assessment divided equally among, payable by, and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 10. Access at Reasonable Hours. For the purpose solely of performing the Lot and exterior maintenance authorized by this Article V, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 11. Collection of Assessments. The Association shall collect the Assessments of the Association.

Section 12. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for Assessments against such Lot, provided that Developer funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association. Developer may at any time and from time to time commence paying such Assessments as to Lots that it or they own and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall not have further liability of any kind to the Common Areas for the payment of Assessments or deficits.

Section 13. Trust Funds. The portion of all regular Assessments collected by the Association for reserves for future expenses, and the entire amount of all special Assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

ARTICLE VI
CERTAIN RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article VI shall be applicable to all of The Properties but shall not be applicable to the Developer or property owned by the Developer included within The Properties.

Section 2. Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any

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Lot other than one (1) single-family home, which shall have a minimum square footage, excepting garages or any other portions of such structures which are not air conditioned, of 2,000 square feet in the case of a single story home or 2,250 square feet in the case of a two-story home. Temporary uses by Developer for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer (except if such changes are made by the Developer) without the consent of the Architectural Control Board as provided herein. Each single-family home shall have a garage suitable for the parking of at least two (2) automobiles therein. No carports or utility sheds shall be permitted on any Lot.

No improvement shall be constructed, erected, placed, or permitted to remain on the Stormwater Management System and no Owner or other person shall use such system for any purpose other than as specifically provided or allowed herein, including without limitation boating, fishing, wading, swimming, or other recreational purposes or for the disposal of any chemical, rubbish, yard clippings, air conditioning condensate, pool drainage, or other article or substance. No foreign vegetation shall be planted therein or use made thereof except as approved as provided in Article IV.

Section 3. Opening Blank Walls; Removing Fences. No Owner shall make or permit any opening to be made in any Developer or Association erected blank wall, masonry wall, or fence, except as such opening is installed by Developer or the Association. No such building wall or masonry wall or fence shall be demolished or removed without the prior written consent of the Owner of the adjoining Lot, Developer, and the Architectural Control Board. ~~Developer shall have the right~~ (but not the obligation) to assign all or any portion of its rights and privileges under this Section 3 to the Association.

Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded Plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting, or other material has been so placed by the Developer or has been so placed by the Association or with the permission of the Architectural Control Board. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, of water lines, sanitary sewers,

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storm drains, and electric, telephone, and security lines, cables and conduits, under and through the utility easements as shown on the Plat. Developer and its designees, successors, and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television, and security lines within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights of way or utility easements, shall be installed and maintained underground.

Section 5. Nuisances. No noxious, offensive, or unlawful activity shall be carried on upon The Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

Section 6. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on The Properties at any time or used at any time as a residence, either temporarily or permanently, except by the Developer during construction. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any single-family dwelling on any Lot or on or about any ancillary building.

Section 7. Signs. No sign of any kind shall be displayed to the public view on The Properties, except any sign used by the Developer to advertise the company during the construction and sales period. On any Lot no sign larger than a 2'x2' sign shall be permitted that is located outside of a single-family dwelling or visible from the outside of any single-family dwelling on any Lot.

Section 8. Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor on dedicated areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any portion of the land subject to these restrictions.

Section 9. Visibility at Intersections. No obstruction to visibility at street intersections or Common Area intersections shall be permitted.

Section 10. Architectural Control. No building, wall, fence, or other structure or improvement of any nature (including landscaping, driveways, walkways, or exterior paint or finish) shall be erected, placed, or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping or of the materials as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named

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below and all necessary governmental permits are obtained. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed, or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications, and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Board are deemed insufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section 10. The Architectural Control Board shall be a committee composed of the Board of Directors of the Association.

The address of said Architectural Control Board shall be the address of the Association's registered agent. A majority of the Architectural Control Board may designate a representative to act for the Architectural Control Board and may employ personnel and consultants to act for it. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Control Board shall act on submissions to it, or request further information thereon, within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed to be approved. Members of the Architectural Control Board shall be appointed by the Board of Directors of the Association as a committee thereof. Without limiting the generality of Section 1 of this Article VI, the foregoing provisions shall not be applicable to the Developer or to the construction activities conducted by the Developer.

Section 11. Exterior Appearances and Landscaping. The paint, coating, stain, and other exterior finishing colors on all residential buildings may be maintained as that originally installed, without prior approval of the Architectural Control Board, but prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color is changed.

Section 12. Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with by each Owner. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers for the storage of garbage, trash, yard clippings, and tree limbs may not be placed in the Front Yard or Side Yard of a Lot for collection at anytime sooner than 5 P.M. the day prior to scheduled collection and must be removed by the end of the day of collection.

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Section 13. Fences. No fence, wall, or other structure shall be erected in the Front Yard setback area, except as originally installed by Developer or except as approved by the Architectural Control Board as above provided.

Section 14. No Drying. No clothing, laundry, or wash shall be aired or dried on any portion of The Properties.

Section 15. Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes.

Section 16. Exterior Antennas. No exterior antennas, satellite dishes, or other receiving device shall be permitted on any Lot or improvement thereon, except that Developer shall have the right to install and maintain community antennae, microwave antennae, dishes, satellite antennae, and radio, television, and security lines.

Section 17. Chain Link Fences. No chain link fences shall be permitted on any Lot or portion thereof, unless installed by Developer during construction periods.

Section 18. Sidewalks. Each Owner, including without limitation any builder owning a Lot, shall be responsible for the maintenance, construction, and repair of all sidewalks located on any Lot, including without limitation the repair of any damage to any sidewalk caused during construction, remodeling, or reconstruction of residential improvements, pools, or similar construction or by moving and storage trucks or similar vehicles. Upon the Owner's failure to do so, the Association may effect such maintenance, reconstruction, or repair and assess the Owner all costs related thereto pursuant to the provisions of Article V, Section 3 hereof.

Section 19. Stormwater Drainage System. Each Owner shall comply with all governmental rules and regulations from time to time in effect applicable to the Stormwater Drainage System. No Owner shall discharge or caused to be discharged any substance whatsoever which may directly or indirectly be a source of pollution of any water being handled by the Stormwater Drainage System and each Owner causing any such discharge shall be strictly liable therefor. Any embankment, swale, or other ground contour on any Lot shall be maintained in the condition constructed by the Developer and no digging, plantings (other than sodding), or other ground or earth moving shall be done on any such areas. Further, except for Lot filling and grading performed by the Developer or obligations of the Owner as set out in Article VI, Section 20(b) below, and except for the construction of improvements on a Lot such as a residence,

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driveway, swimming pool and pool decking, and similar improvements, and the foundations thereof approved by the Architectural Control Board, no Owner shall cause any top soil, fill dirt, or materials whatsoever to be placed on any Lot which materials would alter the flow of surface water upon or off of any Lot.

Section 20. Natural Green Area, Berm Construction.

(a) Natural Green Area. Each of the Lots 31 through 37, inclusive, are the subject of the Natural Green Area so as to provide a natural visual greenscape at the rear ten (10) feet of each of such Lots; and the Owner of any of such Lots shall take all necessary and appropriate measures to protect in a natural state that portion of the Natural Green Area located upon his Lot, including without limitation refraining from cutting or destroying any foliage in the Natural Green Area, pruning of trees or underbrushing any of such area, except as may be necessary to construct on any of such Lots the drainage berm, as hereinafter provided.

(b) Drainage Berm. Prior to construction of any permanent improvements on any of Lots 7-9, 15-16, and 18 through 37, inclusive, the Owner of each such Lot shall cause to be constructed on the rear of such Lot an earthen berm no less than one (1) and no more than one and one-half (1½) feet in height and nine (9) feet in width, in accordance with Exhibit "C" attached hereto, to prevent surface water runoff from running into the drainage area lying within the D.E.R. or Corps of Engineers jurisdictional line as shown on the Plat or otherwise, or adjacent properties, as appropriate, and shall comply with the terms and conditions of such Exhibit "A". Each such berm shall be constructed by only hand labor within the rear ten (10) feet of such Lot in order to minimize the impact, if any, to foliage in such area and each such berm shall be constructed so as to extend to the side lot lines of the Lot and intersect with the berms on adjacent Lots to the extent such adjacent berms are already constructed. Upon the Owner's failure to do so, the Association may construct such drainage berm pursuant to the provisions of Article V, Section 3 hereof.

Section 21. Non-access Easement. None of Lots 1 through 5 as shown on the Plat (and fronting on Old River Road, as also shown on the Plat) shall utilize Old River Road for access for pedestrian or vehicular traffic, whether primary or secondary. All access to such Lots shall be from the front of such Lots.

Section 22. Additional Rules and Regulations. Attached hereto as Schedule "A" are certain additional rules and regulations of the Association, which are incorporated herein by this reference and which may be modified, in whole or in part, at any time by the Board of Directors of the Association, without the necessity of recording an amendment hereto or thereto in the public records.

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ARTICLE VII
RESALE RESTRICTIONS

No Owner may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate.

ARTICLE VIII
ENFORCEMENT

Section 1. Compliance by Owners. Every Owner shall comply with the restrictions and covenants set forth herein and with any and all rules and regulations which from time to time may be adopted by the Board of Directors of the Association.

Section 2. Enforcement. Failure of an Owner to comply with such restrictions, covenants, or rules and regulations shall be grounds for immediate action by the Association, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of Common Areas (except for legal access) of defaulting Owners. The offending Lot Owner shall be responsible for all costs of enforcement incurred by the Association resulting from such default, including attorneys' fees actually incurred and court costs.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, or employees, to comply with any covenant, restriction, rule, or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors of the Association at which time the Owner shall present reasons why penalties should not be imposed. At least six (6) days' prior notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the Board of Directors of the Association after which the Board shall hear reasons why penalties should not

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be imposed. A written decision of the Board shall be submitted to the Owner by not later than twenty-one (21) days after the Board meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses; provided, however, strict rules of evidence shall not apply. If the impartiality of the Board is in question, the Board shall appoint in its discretion three (3) impartial Members to a special hearing panel, which panel shall have right and authority of the Board set forth in this Article VIII, Section 3.

(c) Penalties: The Board of Directors of the Association (if its or such panel's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred and No/100 Dollars (\$100.00).

(2) Second non-compliance or violation: a fine not in excess of Five Hundred and No/100 Dollars (\$500.00).

(3) Third and subsequent non-compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand and No/100 Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth in this Declaration.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive remedies, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

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ARTICLE IX
GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Architectural Control Board, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for up to four (4) successive periods of ten (10) years each, unless an instrument signed by the then Owners and the then mortgagees of seventy-five percent (75%) of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded six (6) months in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner and mortgagee at least ninety (90) days in advance of any action taken.

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

Section 3. Enforcement. Enforcement of these covenants and restrictions may be by any Lot Owner, the Association, the Board of Directors of the Association, or the Architectural Control Board, and may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Developer alone, for so long as it holds title to any Lot affected by this Declaration; or

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alternatively by approval at a meeting of Owners holding not less than two-thirds (2/3) vote of the membership in the Association; provided that so long as the Developer is the Owner of any Lot affected by this Declaration, the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects its interest. This Section 5 may not be amended.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Duval County, Florida.

Section 7. Withdrawal. Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of (i) correcting any scrivener's errors or inconsistencies set forth herein, (ii) relieving any Lot from any minor encroachment into the applicable setback lines or restrictions, to the extent not inconsistent with the terms hereof, or (iii) removing certain portions of The Properties then owned by the Developer or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for The Properties desired to be effected by the Developer.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and the Articles shall take precedence over the Bylaws.

Section 9. Standards for Consent, Approval, Completion, Other Action, and Interpretation. Whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer, the Association or the Architectural Control Board, such consent, approval, or other action may be withheld in the sole unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Developer or the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors of the Association and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall establish the validity of such interpretation.

Section 10. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and holder such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the

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easements were originally intended to have been granted the benefit of such easement, and the Lot Owners designate hereby the Developer and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

Section 11. Covenants Running With The Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF SECTION 1 OF ARTICLE IX, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY (AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTIES. WITHOUT LIMITING THE GENERALITY OF SECTION 4 OF ARTICLE IX, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

Section 12. Dissolution of Association. In the event of a permanent dissolution of the Association, all assets of the Association shall be conveyed to a non-profit organization with similar purposes. Failing the ability to obtain consent from a non-profit organization to succeed to the Association within ninety (90) days of dissolution of the Association, all Association assets shall be dedicated to the county government of Duval County, Florida, or if the majority of the land area comprising The Properties is located within a municipal corporation, then to said municipal corporation. Said successor non-profit organization or governmental entity shall, pursuant to this Declaration, provide for the continued maintenance and upkeep of the Common Areas. Anything to the contrary herein notwithstanding, this Section 12 may not be amended without the written consent of Duval County, Florida, or the aforesaid annexing municipal corporation which has within its boundaries a majority of the land area comprising The Properties.

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EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

Sharon P. Kason

OLD RIVER ROAD, INC.,
a Florida corporation

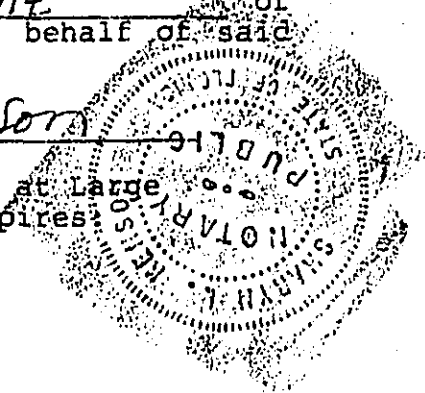
Sharon P. Kason
Witnesses

By: Ronald N. Schmitz
Its: Pres.

STATE OF FLORIDA
COUNTY OF DUVAL

This instrument was acknowledged before me this 16th day of
January, 1990, by Ronald N. Schmitz as President of
Old River Road, Inc., a Florida corporation, on behalf of said
corporation.

Sharon P. Kason
Notary Public
State of Florida at Large
My Commission Expires:



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JOINDER OF BISBEE-BALDWIN CORPORATION, a Florida corporation

The undersigned, being the holder of a mortgage lien encumbering the real property described on Exhibit "A", attached hereto and by this reference incorporated herein (the "Additional Land"), hereby joins into the Declaration of Conditions, Covenants, Easements, and Restrictions for Tacito Creek Subdivision, to which this Joinder is attached (the "Declaration"), and pursuant to the terms thereof hereby consents to the subjection of the Additional Land to the force and effect of the Declaration; the undersigned, for itself and its successors and assigns in interest in the Additional Land, acknowledges and agrees that it is bound by the terms of the Declaration, that the Additional Land constitutes part of the "Properties" described in the Declaration, and that all of the terms, covenants and conditions of the Declaration touch, pertain, and run with title to the Additional Land.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name and its seal affixed hereto this 29th day of September, 1989.

BISBEE-BALDWIN CORPORATION

By: [Signature]
Its: Executive Vice President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of September, 1989, by Charles Krueger, the Exec Vice Pres. of BISBEE-BALDWIN CORPORATION, a Florida corporation, on behalf of said corporation.

[Signature]
Notary Public
State of Florida at Large
My Commission expires: April 3, 1991
(NOTARIAL SEAL)

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EXHIBIT "A" TO JOINDER OF
BISBEE-BALDWIN CORPORATION

Additional Land

Lot 4, TACITO CREEK SUBDIVISION, an unplatted subdivision, which Additional Land is more particularly described as follows:

Part of the Henry Hartley Donation, Section 7, Township 4 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference commence at the intersection of the Northwestern right of way line of San Jose Boulevard - State Road No. 13 (a 120 foot right of way) with the Southwesterly right of way line of Old River Road (a private road at this point having a 50 foot right of way width) and run North $68^{\circ}54'50''$ West, along said Southwesterly right of way line, a distance of 883.00 feet to an angle point in said Southwesterly right of way line; run thence North $69^{\circ}06'10''$ West, continuing along said Southwesterly right of way line of Old River Road, a distance of 147.56 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described continue North $69^{\circ}06'10''$ West along said Southwesterly right of way line, a distance of 50.0 feet to a second angle point in said Southwesterly right of way line; run thence North $69^{\circ}28'30''$ West continuing along said Southwesterly right of way line, a distance of 89.62 feet to a point; run thence South $20^{\circ}31'30''$ West, a distance of 115.0 feet to a point; run thence South $69^{\circ}28'30''$ East, a distance of 106.0 feet to a point; run thence North $36^{\circ}51'46''$ East, a distance of 119.50 feet to the POINT OF BEGINNING.

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JOINDER OF RIVER CITY HOMES
AND DEVELOPMENT CORPORATION,
a Florida corporation

The undersigned, being the owner of the real property described on Exhibit "A", attached hereto and by this reference incorporated herein (the "Additional Land"), hereby joins into the Declaration of Conditions, Covenants, Easements, and Restrictions for Tacito Creek Subdivision, to which this Joinder is attached (the "Declaration"), and pursuant to the terms thereof hereby subjects the Additional Land to the force and effect of the Declaration; the undersigned, for itself and its successors and assigns in interest in the Additional Land, acknowledges and agrees that it is bound by the terms of the Declaration, that the Additional Land constitutes part of the "Properties" described in the Declaration, and that all of the terms, covenants and conditions of the Declaration touch, pertain, and run with title to the Additional Land.

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed in its name and its seal affixed hereto this 28th day of September, 1989.

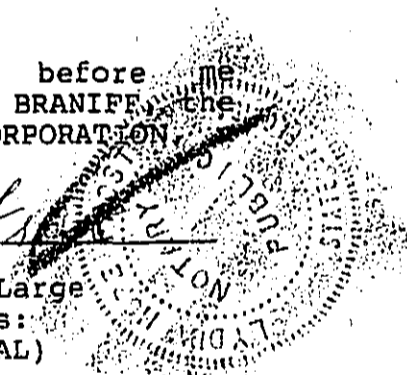
RIVER CITY HOMES AND
DEVELOPMENT COMPANY

By: Michael L. Braniff
Michael L. Braniff, President
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of September, 1989, by MICHAEL L. BRANIFF, the President of RIVER CITY HOMES AND DEVELOPMENT CORPORATION, Florida corporation, on behalf of said corporation.

Rydia Hope L...
Notary Public
State of Florida at Large
My Commission expires:
(NOTARIAL SEAL)



H1066

Notary Public, State of Florida
My Commission Expires Jan. 8, 1993

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EXHIBIT "A" TO JOINDER OF
RIVER CITY HOMES AND DEVELOPMENT CORPORATION

Additional Land

Lot 4, TACITO CREEK SUBDIVISION, an unplatted subdivision, which Additional Land is more particularly described as follows:

Part of the Henry Hartley Donation, Section 7, Township 4 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described as follows:

For point of reference commence at the intersection of the Northwesterly right of way line of San Jose Boulevard - State Road No. 13 (a 120 foot right of way) with the Southwesterly right of way line of Old River Road (a private road at this point having a 50 foot right of way width) and run North $68^{\circ}54'50''$ West, along said Southwesterly right of way line, a distance of 883.00 feet to an angle point in said Southwesterly right of way line; run thence North $69^{\circ}06'10''$ West, continuing along said Southwesterly right of way line of Old River Road, a distance of 147.36 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING thus described continue North $69^{\circ}06'10''$ West along said Southwesterly right of way line, a distance of 50.0 feet to a second angle point in said Southwesterly right of way line; run thence North $69^{\circ}28'30''$ West continuing along said Southwesterly right of way line, a distance of 89.62 feet to a point; run thence South $20^{\circ}31'30''$ West, a distance of 115.0 feet to a point; run thence South $69^{\circ}28'30''$ East, a distance of 106.0 feet to a point; run thence North $36^{\circ}51'46''$ East, a distance of 119.50 feet to the POINT OF BEGINNING.

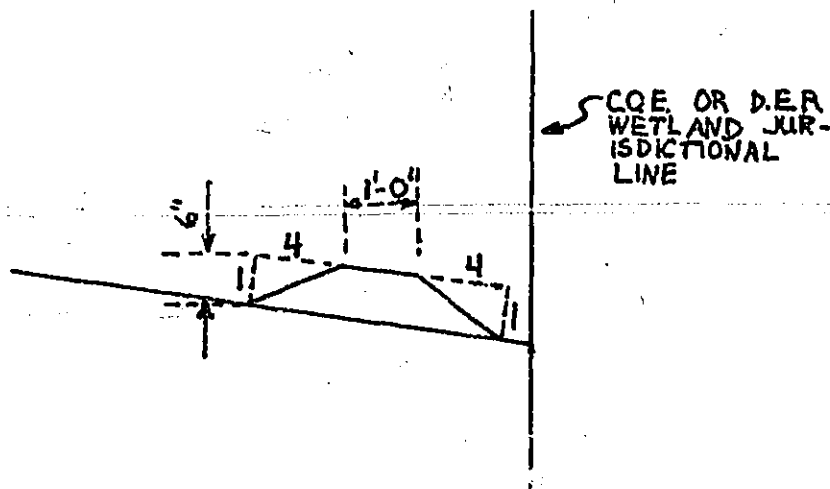
H1066

OFFICIAL RECORDS

EXHIBIT "A"

TO DECLARATION OF CONDITIONS, COVENANTS,
EASEMENTS AND RESTRICTIONS FOR TACITO CREEK SUBDIVISION

The Drainage Berm referred to herein in Article VI, Section 20(b), (i) must be constructed prior to foundation construction of any improvements on any lot; (ii) must be landward of the wetland limit/conservation easement line established on the Plat of Tacito Creek Subdivision and shown thereon as the D.E.R. Jurisdictional Line; and (iii) must be constructed in the following proportions:



BERM SECTION
N.T.S.

OFFICIAL RECORDS

SCHEDULE "A" TO
DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS, AND
RESTRICTIONS FOR TACITO CREEK

1. The Common Areas and facilities shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables, or any other similar objects shall be placed therein.

2. The personal property of Owners and Lot occupants must be stored in their respective homes indoors, except as otherwise provided herein.

3. No garbage cans, supplies, milk bottles, or other articles shall be placed in the exterior Front Yard or Side Yard portions of any Lot, except that garbage cans and other articles intended for garbage disposal may be placed curbside after 5:00 P.M. the evening prior to and the day of garbage collection. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from any home or any of the windows, doors, fences, patios, or other portions of the Lot, except as provided in the Declaration.

4. No Owner shall permit anything to fall, nor sweep or throw, any dirt, debris, or other substance onto the Lot of another Lot Owner, the Common Areas, the Natural Green Area, or the Stormwater Management System.

5. No motor vehicle which cannot operate on its own power, boats, recreational vehicles, or trailers shall remain on The Properties for more than twenty-four (24) hours, unless said vehicle is at all times kept in the dwelling unit's garage. No portion of the Common Areas may be used for parking purposes.

6. No Owner shall make or permit any disturbing noises on his Lot or in his home by himself or his family, servants, employees, agents, visitors, or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Lot Owners, their lessees, invitees, or guests. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, cassette, television, radio, or sound amplifier or any other sound equipment on his Lot in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted on any Lot which interferes with the television or radio reception of another Lot.

8. No awning, canopy, shutter, enclosure, or other projection shall be attached to or placed upon the outside walls

OFFICIAL RECORDS

or roof of any home or on the Lot, except as approved by the Architectural Control Board.

9. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Control Board.

10. No vegetable gardens shall be permitted except in fully enclosed patio areas or backyards.

11. No commercial use shall be permitted in or on The Properties even if such use would be permitted under applicable zoning ordinances.

12. No flammable, combustible or explosive fluids, chemicals, or substances shall be kept on any lot or on the Common Areas, except as may be in a motor vehicle gas tank or gas tank of a lawn mower or similar equipment.

13. Pets and other animals shall neither be kept nor maintained in or about The Properties except in accordance with the Declaration and with the following:

(a) Under no circumstances shall more than two (2) household pets be permitted for each Lot. A pet for the purposes of this rule is a dog, a cat, or other domestic animals. No livestock or other non-domesticated animal shall be permitted on any Lot. No pet shall be permitted outside of the boundaries of its Owner's Lot, unless attended by an adult and on a leash of reasonable length. Said pets shall only be walked or taken upon public roadways or those portions of the Common Areas designated by the Association from time to time for such purposes, or on other Lots with the express consent of the Owner of said Lot. In no event shall said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Areas.

(b) Any pet deemed to be objectionable by the Board of Directors of the Association for any reason shall be removed promptly by the Owner on fifteen (15) days' notice.

14. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use

OFFICIAL RECORDS

of Common Areas, if any, in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees, or employees, to comply with any covenant, restriction, rule, or regulation herein or in the Declaration or the Articles of Incorporation or Bylaws, as provided in the Declaration.

15. These rules and regulations shall not apply to the Developer, nor its affiliates, agents, or employees and contractors (except in such contractors' capacity as Owners), nor to institutional first mortgagees, nor property while owned by either the Developer or its affiliates or such mortgagees. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors of the Association shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board of directors of the Association.

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FILED AND RECORDED
IN PUBLIC RECORDS
OF DUNEDIN COUNTY FLA

FEB 20 3 12 PM '90

RECORD VERIFIED

Therese E. Moore
CLERK OF CIRCUIT COURT