

RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS
AND RESTRICTIONS FOR
WAVERLEY SUBDIVISION

VOL 7753 PG 0413

OFFICIAL RECORDS

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THIS RESTATED DECLARATION, made on the date hereinafter set forth by VHS Investments, Inc., a Florida corporation, hereinafter referred to as "Declarant". There are or may be other persons who hold fee simple title or liens against the Properties (as hereinafter defined), who shall not be Declarants, but who shall join in the execution of this instrument now or hereinafter to subordinate their rights in the Properties to the force and effect of the terms hereof.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of all of the Lots described on the Plat of Waverley, according to Plat thereof recorded in Plat Book 48, pages 54, 54A, 54B, 54C, & 54D of the public records of Duval County, Florida;

WHEREAS, Declarant did heretofore cause to be recorded in Official Records Book 7743, page 1219 of the current public records of Duval County, Florida, Declaration of Covenants, Conditions, Easements and Restrictions for Waverley Subdivision (the "Original Declaration"); and

WHEREAS, Declarant desires to amend the Original Declaration by restating the same in its entirety and replacing the same with this Restated Declaration.

NOW, THEREFORE, Declarant hereby restates and replaces the Original Declaration and declares that all of the real property described on the Plat of Waverley, according to Plat thereof recorded in Plat Book 48, pages 54, 54A, 54B, 54C, & 54D of the public records of Duval County, Florida, shall be subject to the terms and conditions of this Declaration upon recordation of this document. The Lots described on the Plat of Waverley, according to Plat thereof recorded in Plat Book 48, pages 54, 54A, 54B, 54C, & 54D of the public records of Duval County, Florida shall be held, sold, conveyed and occupied subject to the following covenants, restrictions, conditions and easements which easements shall be perpetual in duration unless otherwise provided, all of which are for the purpose of protecting the value and desirability of, and which shall run with the title to, said Lots and shall be binding upon all parties having any right, title or interest in said Properties or any part thereof, their heirs, personal representatives, successors and assigns, and which shall inure to the benefit of the Association and each Owner as those terms are hereinafter defined.

ARTICLE I - DEFINITIONS - PURPOSE

Section 1. ARCHITECTURAL REVIEW COMMITTEE. "Architectural Review Committee" is more particularly described in Article IV, Section 1 hereof.

Section 2. ARTICLES. "Articles" shall mean and refer to the Articles of Incorporation of the Association.

Section 3. ASSOCIATION. "Association" shall mean and refer to Waverley Homeowners Association, Inc., a corporation not for profit, organized or to be organized under the laws of the State of Florida, and its successors and assigns.

RECORDED TO: 1971 FEB 13 10:58 AM P.M.
200 NATIONAL FINANCIAL BUILDING
4216 SUBDIVISION 6039
JACKSONVILLE, FLORIDA 32216

Prepared by VHS Investments, Inc.
One San Jose Place, Suite 7
Jacksonville, Florida 32257

Section 4. BOARD OF DIRECTORS. "Board of Directors" shall mean and refer to the Association's Board of Directors.

Section 5. BUILDER. "Builder" shall mean and refer to any person or building contractor of construction company engaged in the business of constructing single family residential dwellings on the Properties.

Section 6. DECLARANT. "Declarant" shall mean and refer to VHS Investments, Inc., a Florida corporation, and its successors and assigns.

Section 7. DECLARATION. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions.

Section 8. DRAINAGE SWALE. "Drainage Swale" shall mean the drainage swale constructed upon any of the Lots and located on the Plat in a drainage easement which drainage swale is for the purpose of directing and containing the flow of excess surface water, if any, upon such Lot.

Section 9. OFFSITE DRAINAGE SWALE. "Offsite Drainage Swale" shall mean the drainage swale or ditch located immediately south of Lots 1 through 10 on the Plat.

Section 10. ENTRANCE LANDSCAPE EASEMENT. "Entrance Landscape Easement" shall mean and refer to that portion of the Properties of each of Lots 1 and 34 as described on the Plat upon which areas improvements shall be constructed or placed by Declarant thereon, including but not limited to signage, walls, or fences, curbs, landscaping, berms, lighting, and irrigation systems, which repair and maintenance shall be the obligation of the Association, as hereinafter provided.

Section 11. LOT. "LOT" shall mean and refer to any Lot shown upon the Plat and all other Lots shown on any future recorded replat of the Properties or any other lot created upon any real property annexed to this Declaration and brought within the jurisdiction of the Association.

Section 12. OCCUPANT. "OCCUPANT" shall mean and refer to the person or persons other than the Owner in possession of a Lot and the residential dwelling thereon.

Section 13. OWNER. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. PLAT. "Plat" shall mean and refer to the Plat of Waverley, according to Plat thereof recorded in Plat Book 48, pages 54, 54A, 54B, 54C, & 54D of the public records of Duval County, Florida, and any future recorded Plat of the Properties, as hereinafter defined.

Section 15. PROPERTIES. "Properties" shall mean and refer to the property described on the Plat and such additional property that may hereafter be annexed to this Declaration and brought within the jurisdiction of the Association.

Section 16. STREETSCAPE EASEMENT. "Streetscape Easement" shall mean that portion of Waverley Bluff Way located in the northerly cul-de-sac upon which area improvements shall be construed or placed by Declarant thereon,

including without limitation curbs, landscaping, lighting, irrigation systems, the repair and maintenance whereof shall be the obligation of the Association, as hereinafter provided.

Section 17. STORMWATER MANAGEMENT SYSTEM. "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.

Section 18. Lake. Lake shall mean the stormwater detention area constructed along the eastern boundaries of Lots 11, 12 and 13 and the southern boundary of Lot 10.

Unless the context otherwise requires, the use herein of the singular shall include the plural and visa versa; the use of gender shall include all genders; and the use and term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the parties seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the marketability and desirability of the Properties by providing a plan for the development, use and enjoyment thereof. The headings used herein are for indexing purposes only, and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS

Section 1. MEMBERS. The Declarant, so long as it shall hold title to one Lot, and every other Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership from any Lot.

Section 2. VOTING RIGHTS. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners of Lots (with the exception of the Declarant until the Class B membership shall cease to exist at which time Declarant shall convert to Class A membership), and such Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding in the Class B membership; or
- (b) On December 31, 2021

Section 3. AMPLIFICATION. The performance of this Declaration may be amplified with the Articles and the Bylaws of the Association. PROVIDED, HOWEVER, no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In the event of a conflict among this Declaration, the Articles or the Bylaws of the Association, this Declaration shall control.

ARTICLE III
COVENANT FOR MAINTENANCE
ASSESSMENTS AND CAPITAL CONTRIBUTIONS

Section 1. Creation of the Lien; Personal Obligation of Assessments and Capital Contributions. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) charges for capital contributions; and (3) special assessments. Such annual and special assessments and capital contributions shall be established and collected as hereinafter provided. The annual and special assessments and capital contributions, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment and charge for capital contribution is made. Each such assessment and charge for capital contribution, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the party who is the Owner of such Property at the time when the assessment or the charge for capital contribution falls due. In the event there is more than one Owner of any given Lot, all owners of such Lot shall be jointly and severally liable for the entire amount of such assessment and capital contribution. The personal obligation for delinquent assessments and charge for capital contributions shall not pass to a successor in title to the Lot unless expressly assumed by them; however, the continuing lien against any portion of the Properties shall not be extinguished or affected by a conveyance thereof, unless otherwise provided herein.

Section 2. Purpose of Annual Assessments and Charge for Capital Contributions. The annual assessments levied by the Association and charge for capital contributions shall be used to enable the Association (1) to provide for improvement and maintenance of the Entrance Landscape Area and the Streetscape Easement, the Stormwater Management System and the Offsite Drainage Swale as such may be improved from time to time as provided for herein, including without limitation electrical lighting, signage, sculpture, irrigation, landscaping, and maintenance and repair of all of the foregoing; (2) to provide for maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District. The Association shall be responsible

for the maintenance, operation and repair of the Stormwater Management System. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District; (4) to provide for all expenses of operating the Association, including without limitation, insurance expense, legal and accounting fees, payroll and general office operating expenses and to pay any and all other things necessary or desirable in the judgment of the Board of Directors; (5) to repay funds, together with the interest thereon, borrowed by the Association and used for the purposes referred to herein; and (6) to accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Board of Directors of the Association to allocate or apportion in a line-item budget the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and expenditure of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portion of the funds as the Board deems advisable for expenditures in the years following the year for which the assessment was made.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner the maximum annual assessment shall be \$500.00 per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership as hereinafter provided.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment as of January annually at an amount not in excess of the maximum amount set forth herein without a vote of the membership.

Section 4. Special Assessments - Due Dates

(a) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any part of the Entrance Landscape Easement, Streetscape Easement, the Offsite Drainage

Swale, or the Stormwater Management Easement area, together with any and all improvements located thereon maintained by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special assessments may also be levied against any Owner of a Lot for expenses incident to the abatement of a nuisance on any Lot or for expenses incurred as a result of enforcing any of the provisions of this Declaration. Such special assessments may be levied at any special or annual meeting of the Board of Directors of the Association.

(c) The due dates for any special assessments under this section shall be established by the Board of Directors.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each Lot, and may be collected on a monthly quarterly, semi-annually, or annual basis as determined by the Board of Directors of the Association; provided, however, that special assessments may be levied non-uniformly against one or more Owners as provided in Section 4, subparagraph (b) hereof. Notwithstanding any provision that may be contained to the contrary in this instrument, for so long as Declarant is the Owner of any Lot, the Declarant shall not be liable for assessments against such Lot, provided that Declarant fund any deficit in the annual operating expenses of the Association. Declarant may, at any time, commence paying such assessments as to all Lots that it owns and thereby terminate its obligation to fund deficits in the annual operating expenses of the Association.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot. Initial annual assessments shall be paid in advance and shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due

dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate issued by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as of the date of its issuance.

Section 8. Initial Capital Contributions - Due Date. The charge for initial capital contribution shall be Two Hundred and no/100 (\$200.00) for the first conveyance of title to any Lot to any person other than Declarant or a Builder. The charge for such capital contributions shall be due and payable to the Association by the Owner of such Lot at the time of conveyance of title to a Lot to such Owner and such payment shall be accompanied by a copy of the deed evidencing such conveyance. Notwithstanding anything that may be contained to the contrary herein, this provision for capital contribution shall not apply to any conveyance of a Lot by Declarant to a Builder and shall not apply to any person or entity that acquires title to a Lot as a result of foreclosure of a mortgage or any proceedings in lieu thereof, but upon the subsequent initial conveyance of such Lot by such builder or lender the capital contribution shall be due and payable as aforesaid.

Section 9. Effect of Non-Payment of Assessments and Capital Contributions; Remedies of the Association. Any assessments or capital contributions not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or at the maximum legal rate, whichever is higher, but in no event to exceed the maximum rate of interest allowed by law from time to time in effect. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Property. No Owner may waive or otherwise escape personal liability for the assessments or capital contributions provided for herein by abandonment or conveyance of his Lot.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments and charge for capital contributions provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure or any proceeding in lieu thereof related to any first mortgage, shall extinguish the lien of such assessments and lien for capital contributions as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments or charge for capital contributions thereafter becoming due (including costs related to the enforcement thereof) or from the lien thereof.

Section 11. Exempt Property. All properties dedicated to and accepted by a local public authority or private utility provider and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments and charge for capital contributions created herein, except however that no land or improvements devoted to dwelling use shall be exempt from the assessments and charge for capital contributions created herein (except as described in Section 7 of this Article).

ARTICLE IV - ARCHITECTURAL CONTROL

OFFICIAL RECORDS

Section 1. Architectural Review Committee. The Declarant shall initially appoint, and thereafter the Association shall maintain, a standing committee identified as the Architectural Review Committee, (the "A.R.C.") composed of three (3) or more persons who need not be Owners. At least one member of the A.R.C. may be an architect or landscape architect (the "Professional Advisor") or, alternatively, the A.R.C. may retain the services of a Professional Advisor to assist the A.R.C. in the performance of its duties. In the absence of specific action appointing members of the A.R.C., the Board of Directors shall be the committee members. The Declarant shall retain the right to appoint the A.R.C. members until the first to occur of (a) the sale by Declarant of all the Lots in the Property or (b) ten (10) years from the date this Declaration is recorded. Thereafter, the Board of Directors of the Association shall appoint the A.R.C. members. Any references herein to architectural approval by the Association shall be deemed to require the approval of the A.R.C. No member of the committee shall be entitled to compensation for services performed except that the Professional Advisor, if any, shall be paid a reasonable fee, and any actual expenses incurred in the performance of his duties, approved by the Board of Directors of the Association. The fee and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

Section 2. A.R.C. Authority. Unless the Declarant is designated by this Declaration to regulate a particular item the A.R.C. has full authority to regulate the use and appearance of the exterior of the Property (including without limitation) any fencing along the perimeter of the Property (the Entrance Landscape Easement, the Streetscape Easement or the Storm Water Management System) to: (a) assure harmony of external designs and location in relation to surrounding buildings and topography; (b) protect and conserve the value and desirability of the Property as a single family residential community; (c) maintain, to the extent reasonably practical, the exterior design, appearance, and landscaping of the improvements located on the Property in substantially the same appearance and condition as existed at the completion of construction of the improvements, subject to normal wear and tear that cannot be avoided by normal maintenance; and (d) maintain compatibility of external appearance among the improvements located on the Property. The power to regulate includes the power to prohibit, and require the removal of (when constructed without the A.R.C. approval) those exterior appearances, uses, or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a single family residential community. The A.R.C. may adopt, rescind and amend reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations: (i) shall be consistent with the provisions of this Declaration; and (ii) if the Board of Directors has not constituted itself as the A.R.C., shall have been approved by the Board of Directors before taking effect. Architectural Design Board Policies and Procedures have been adopted, copy of which is attached. Policies and Procedures are necessarily flexible to allow for changing conditions,

unforeseen circumstances, or consensus among Owners, and therefore may be amended from time to time by the A.R.C., so long as responsibilities established by the Policies and Procedures are consistently applied in a non-discriminatory manner to all Owners. Violations of the committee's rules and regulations shall be enforced by the Board of Directors in the name of the Association.

Section 3. A.R.C. Approval. Except for all construction relating to the initial development of the Property by Declarant and items installed by Declarant as part of such development, the A.R.C.'s prior approval is required for any and all construction, changes (including color changes), alterations, additions, reconstruction, or improvements of any nature whatsoever on any Lot or to the exterior of any improvements within the Property unless any structure, use, or activity is expressly permitted by the A.R.C.'s promulgated rules and regulations, from time to time in effect.

Section 4. Construction of Improvements. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property; nor shall any exterior addition, change or alteration of any structure be made; nor shall any radio, television aerial or antenna, satellite dish, or other exterior electronic or electrical equipment or device be installed on the Property; or shall any mailbox, newspaper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar materials be installed or located on the Properties; until the plans and specifications showing the nature, kind, shape, height and materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by the A.R.C.

Section 5. Land Use and Building Type. Unless approval in writing is given by Declarant prior to the cessation of Declarant's Class B membership in the Association, and except as authorized by this Declaration, (a) no Lot shall be used except for residential purposes and for associated purposes such as for easements and for storm drainage; (b) no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height and a private garage for not less than two cars; and (c) no building situate on any Lot shall be rented or leased separately from the rental of the entire Lot; all garages shall be constructed so as to be placed on the westerly side of each house and the entrance to such garage shall face to and be entered from the westerly side or rear of such Lot, except as approved by the A.R.C. No sheds, carports, or auxiliary structures shall be permitted to exist on any Lot except as approved by the A.R.C. Notwithstanding the foregoing sentence, garages constructed on Lots fronting on the St. Johns River shall not be required to be placed on the westerly side of each house and the entrance to such garages may be from the northerly or the southerly side of such Riverfront lots.

Section 6. Motorists' Vision to Remain Unobstructed. No fence, wall, hedge, shrub, bush, tree or other things, natural or artificial, may be placed or located or maintained on any Lot if the location of same will, in the sole judgment and opinion of the A.R.C., unreasonably obstruct the vision of the motorist upon Scott Mill Lane or Waverley Bluff Way.

Section 7. Minimum Square Footage for any Principal Residence. No residence which is the principal residence on a Lot shall be erected or allowed to remain on any Lot unless the square footage of heated living area thereof, exclusive of porches, garages and storage rooms, shall equal or exceed 2,400 square feet.

Section 8. Set Back for All Structures. Unless otherwise approved by the A.R.C. in writing or herein provided for, no residential dwelling or other structures shall be located on any Lot nearer than twenty-five (25) feet to the front Lot line (except in the case of a corner lot where a front setback of twenty-five (25) feet shall be provided on the roadway faced by the residence and a setback of at least twenty (20) feet on the roadway not faced by the residence), nor nearer than fifteen (15) feet to the rear lot line, nor nearer than seven and one-half (7½) feet to any side Lot line, and in the case of a Lot on a cul-de-sac, a front setback of twenty-five (25) feet shall be applicable (measured at right angles to a straight line joining the foremost points of the side Lot lines), a setback of fifteen (15) feet to the rear Lot line and seven and one-half (7½) feet to the side Lot line. The siting of any residence adjacent to the St. Johns River will be reviewed on a Lot by Lot basis by the A. R. C. but in no event will the residence be in violation of the Zoning Code of the City of Jacksonville. A perpetual non-exclusive easement for view of the river is granted to all Owners of Lots adjacent to the river on that part of each Lot adjacent to the St. Johns River which shall lie between the St. Johns River and the residential dwelling unit which shall be constructed on each such riverfront Lot. Within such easement area there shall not be constructed any improvement or placed or allowed to grow any vegetation which is in excess of 3 feet in height unless the prior written consent of the A.R.C. is obtained (which consent shall be made in a nondiscriminatory and consistent manner) except for: (i) trees which are existing at the time of this Declaration, (ii) wrought iron or other non-opaque fencing approved by prior written consent of the A.R.C. not to exceed 6 feet in height along the property line, (iii) wrought iron or other fencing surrounding pool areas of a height and construction as may be required by ordinances of the Consolidated City of Jacksonville. Notwithstanding, the foregoing shall not prohibit locating and maintaining of swingsets or the construction and maintenance of gazebos, playhouses, cabanas or other similar type structures subject, however, to the reasonable approval of either the A.R.C. or the Declarant. The location of the residential dwelling unit on any Lot shall have been approved pursuant to Article IV.

Section 9. Other Structures. Any equipment, including without limitation any air conditioning equipment, water softener, or similar equipment, located outside the rear yard of any residence on a Lot shall be enclosed so that such equipment shall not be visible from any contiguous street or Lot. The material and design of such enclosure shall be subject to the written approval of the A.R.C. No other improvements or structure, whether attached or detached, shall be erected or placed on any Lot without the prior written consent of the A.R.C.

Section 10. Landscaping. In connection with the construction of improvements on any Lot, complete landscaping plans must be submitted in writing by the A.R.C., together with the plans and specifications for construction of improvements as described in Section 3 of this Article. No living trees greater than six (6) inches in diameter measured four (4) feet above the natural surface of the ground may be removed without the written approval of the A.R.C. Any person removing trees in violation of this covenant shall pay to the Association a stipulated liquidated damage sum of \$2,000.00 per tree. In the event that an Owner deems it necessary to remove a tree because it is dead, damaged, or the failure to remove it could result in significant injury or damage to person or property, such Owner shall obtain from a qualified landscape architect, tree surgeon, or removal specialist, a statement that the tree is in fact dead, damaged, or has the potential to cause injury, which statement must be accepted and approved by the A.R.C. prior to the tree's removal. No hedges or hedge-like grouping of plants exceeding six feet in height shall be permitted without the written approval of the A.R.C. No artificial vegetation shall be placed or maintained on any Lot. No weeds, underbrush, or other unsightly vegetation shall be permitted to grow or remain on any Lot. Natural areas as part of an overall landscaping plan must be approved by the A.R.C. No grading, filling, or other alteration of any Lot shall be undertaken at any time without the prior written approval of the A.R.C. The provisions of this Section 10 shall not be binding upon the Declarant.

Section 11. No Overhead Wires. All telephone, electric and other utility lines and connections between the main utilities lines and the residence and other buildings located on each Lot shall be concealed and located underground so as not to be visible. Electric service is provided by the City of Jacksonville, Florida, through underground primary service lines running to transformers. The Declarant has provided underground conduits to serve each Lot extending from the applicable transformer to a point at or near a Lot line, and such conduit from the transformer to each Lot shall be, become and remain the property of the Owner of the Lot. Each Lot Owner requiring original or additional electric service shall be responsible to complete at his expense the secondary electric service conduits, wires (including those wires in the conduit provided by the Declarant), conductors and other electric facilities from the point of the applicable transformer to the residence or other building on the Lot, and all of the same shall be and remain the property of the Owner of each Lot. The Owner, from time to time, of each Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary electrical system extending from the applicable transferor to the residence, building, or other improvements on his Lot.

Section 12. Completion of Commenced Construction. When the construction of any approved building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved under Article IV hereof must be completed within one year after the start unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities. At the

commencement of construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (including trucks large or heavy enough to damage said driveways) shall enter upon such Lot from the street only at the driveway. Such vehicles shall not be parked at any time on the street or upon Property other than the Lot on which the construction is proceeding. The owner of any Lot during construction shall be personally liable to repair any and all damage to curbs, gutters, driveways, sidewalks, and pavement within the subdivision caused or occasioned by such construction and all such damage shall be repaired as soon as practicable but no later than within ten (10) days after such damage. Upon the failure of such Owner to timely repair such damage, the A.R.C. may cause such repairs to be made under and resort to the remedies provided by Article VII hereof.

Section 13. Fences. No hedges, fences, walls, or similar structures may be erected on a Lot, unless and until the location, quality, style, color, and design have been first approved in writing by the A.R.C. In general, fences, walls, and hedges shall be permitted only from the edge of the front wall of the dwelling to the rear property line of such Lot, except that A.R.C. approval shall not be required for reconstruction, maintenance, and repair of the wall lying within the Entrance Area. The A.R.C. shall grant approval for fences, walls, and hedges only when necessary or practical in the opinion of the A.R.C. or to provide privacy from streets, parking lots, driveways, and other areas. No fence, wall, or hedge may exceed six (6) feet in height above the natural grade of a Lot. No chain link, barbed wire, or other forms of wire fences permitted. All fences must be constructed of materials and in a manner consistent with designs established by the A.R.C. and all fences must be maintained to preserve an attractive appearance from the exterior of each Lot as determined in the sole discretion of the A.R.C. There shall be a uniform standard for fences along the perimeter of the Property consisting of six-inch Cypress shadowbox with 1 inch by 6 inch pressure treated pine top cap and 1 inch by 6 inch pressure treated pine fascia both sides.

Section 14. Driveways and Sidewalks.

(a) Each owner of a single family residence upon a Lot shall construct, or cause to be constructed at his expense prior to occupancy of any such residence, a driveway extending from the paved portion of the abutting street to the garage entrance accompanying such residence; no ribbon or strip driveways shall be constructed out of concrete unless the written approval of the A.R.C. is first obtained. (b) Each Owner of a single family residence upon Lots adjacent to proposed sidewalks per the sidewalk plan approved by the City of Jacksonville shall construct, or cause to be constructed prior to occupancy of any residence or any such Lots, a concrete sidewalk four feet in width, constructed consistent with standards required by the City of Jacksonville, all in accordance with the sidewalk development plan for the Subdivision, a copy of which plan is on file with the Association. Sidewalk maintenance shall be the obligations of the Owner of each Lot upon which a portion of any sidewalk is constructed, consistent with the requirements of the City of Jacksonville from time to time in effect, or as otherwise required by the Association.

Section 15. Drainage Swale, Drainage Easements and Storm/Surface Water Management. Developer has constructed upon some of the Lots located within the platted portion of the Properties a Drainage Swale for the purpose of

managing and containing the flow of excess surface water, if any, found upon a Lot from time to time. Each Owner of a Lot, unencumbered by a Drainage Easement, including any Builder, agrees to maintain such Drainage Swale. No alteration to such Drainage Swale shall be permitted and any damage to any Drainage Swale, whether caused by natural or manmade phenomenon, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drain Swale is located.

Developer has granted Drainage Easements upon portions of Lots located within the platted portion of the Properties, for the purpose of draining the flow of excess surface water, if any, found upon a Lot from time to time. Each Owner of a Lot encumbered with a drainage easement, including any Builder, agrees not to disturb areas encumbered by Drainage Easements and to maintain said encumbered areas in accordance with the Neighborhood Grading and Drainage Plan approved by the City of Jacksonville, a copy of which is on file with the Association. Any damage to the Drainage Easements, whether caused by natural or manmade phenomena, shall be repaired and the Drainage Easements returned to their former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Easements are located. The St. Johns River Water Management District has jurisdiction over this subdivision and has issued Stormwater Discharge Permit No.42-031-2286H authorizing construction and operation of a storm and/or surface water management system to serve the subdivision. No alteration to any part of the aforementioned system, including but not limited to, lakes, swales and pipes, will be allowed without the written consent of Declarant and the St. Johns River Water Management District. All clearing, grading and other construction activities must comply with the terms and conditions of the said permit.

Section 16. Offsite Drainage Easement. Developer has constructed an offsite drainage swale or ditch on land immediately south of Lots 1 through 10 on the Plat for the purpose of managing and containing the flow of excess surface water, if any, found upon the Lots from time to time. Owners of the Lots enjoy an easement for maintenance and access on said land immediately adjacent to and south of the Property. It shall be the responsibility of the Waverley Homeowners Association to maintain the Offsite Drainage Swale in accordance with the Stormwater Management System permit issued by the St. Johns River Water Management District and plans approved by the City of Jacksonville.

Section 17. Lake. It shall be the responsibility of the Waverley Homeowners Association to maintain the lake as part of the Stormwater Management System permitted by the St. Johns River Water Management District under Permit Number 42-031-2286H.

Section 18. Applications. All applications to the A.R.C. must be in writing and accompanied by detailed and complete plans and specifications. If the A.R.C. does not approve or disapprove any application in writing within forty-five (45) days after receipt thereof, the A.R.C.'s approval will be deemed given as to all applications not prima facie in violation of the terms of this Declaration. In all other events, the A.R.C.'s approval must be in writing.

Section 19. Inspection. The A.R.C. or its designate shall inspect the construction after completion to assure a compliance with approved plans and specifications and shall issue a certificate of compliance, then it shall report to the Board of Directors of the A.R.C. specifying the matters of noncompliance. The Board of Directors shall consider the matters of noncompliance and shall afford the affected Owner or his representative an opportunity to be heard regarding such matters following reasonable notice of the meeting at which these matters will be considered. The Board of Directors shall thereafter issue a directive excusing the noncompliance or requiring the Owner to correct the noncompliance items.

Section 20. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Declarant or the Association, neither the Declarant, the A.R.C. members, the Board of Directors of the A.R.C., the Professional Advisor, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage, or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, inspections, consents, or required approval whether given, granted, or withheld.

ARTICLE V - USE RESTRICTIONS

Section 1. No Parking of Wheeled Vehicles, Boats, Etc. No wheeled vehicles (excluding automobiles and vans bearing no commercial signs) of any kind, including but not limited to, camper trailers, recreational vehicles, motor homes, mobile homes, boat trailers, boats, motorcycles, or any other objects shall be kept or parked on any Lot or street shown on the Plat. However, any such vehicle or objects may be kept (i) if completely inside a garage attached to the main residential dwelling, provided, the garage door is closed except for entry and exit or (ii) if within the rear or side yard of a Lot provided the same are totally screened by a privacy fence approved by the A.R.C. Private automobiles and vans (bearing no commercial signs) of a Owner or the lawful occupants of a residential dwelling, may be temporarily parked in the driveway of a Lot so long as such vehicles are parked to the rear of the front wall of the residence located upon the Lot. No vehicle of any kind may be parked or permitted to remain on the grassed area of any Lot, except in fenced-in areas as hereinabove stated. Commercial vehicles may be parked in driveways during the times necessary for pickup and delivery services, and solely for the purpose of providing such service to Lot Owners, their guests, invitees or of the lawful occupants of a Lot. Repairs of wheeled vehicles of any kind, boats and boat trailers, etc., outside of a closed garage, is prohibited. Nothing contained herein shall be construed to prevent any Builder, sub-contractor or supplier to park trucks or other commercial vehicles of any kind on any Lot or street during the course of development of the Property or construction or reconstruction of a residential dwelling.

Section 2. No sheds, Shacks or Trailers. No shed, shack, trailer, tent, barn, basement, outhouse, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot; provided, however, a party tent may be erected on any Lot for period of not more than forty-eight (48) hours. However, this paragraph shall not prevent the erection of a temporary office and other buildings during the period of actual construction of the main residence and other buildings permitted hereunder, nor the use of adequate sanitary toilet facilities for workmen during the course of construction. Without the written approval of the Declarant, no contractor or salesperson shall maintain for longer than eight (8) months a trailer or portable construction shack used in connection with the construction or sale of houses being built in the subdivision on any Lot; all such temporary construction trailers or shacks shall be maintained in an attractive and clean design. The provisions hereof shall not be construed to prohibit the Declarant or any Builder from utilizing any residential dwelling for a model home or sales office.

Section 3. Residing Only in Residence. No basement, garage or any outbuilding of any kind other than a guest house or servants' quarters, even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently, except that a construction trailer may be used for office purposes during the period of construction of the main residence.

Section 4. Signs.

(a) No sign of any character shall be displayed or placed upon any Lot except for the following: (i) "FOR RENT" or "FOR SALE" signs, which signs must refer only to the particular premises on which displayed, and must be of materials, size, height and design approved by the A.R.C., which approval shall not be unreasonably withheld, and (ii) those signs required by law or statute. The Owner of any Lot violating the provisions of this paragraph shall correct said violation upon notice from Declarant or the Association.

(b) Nothing contained in this Declaration shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development, sales or rental purposes.

(c) Notwithstanding anything contained herein the Declarant, the A.R.C. or their designated representatives or any person having the right to enforce this Declaration may enter upon any Lot and summarily remove any signs which violates the provisions of this Section and such entry and abatement, correcting or removal shall not be deemed a trespass or make the Declarant, the A.R.C., their designated representatives, or any person having the right to enforce this Declaration, liable in anywise for any damages on account thereof.

Section 5. Pets. No animals except common domestic household pets within the normal meaning and interpretation of such words may be kept, maintained or cared for on any Lot. In no event may more than two dogs or two cats or four birds (excluding parrots) or four rabbits may be kept on a single Lot for the pleasure and use of the occupants; no animals shall be kept for any commercial or breeding use of purpose. If any animal becomes dangerous or

an annoyance or nuisance in the neighborhood or to nearby property or destructive of wildlife, such animal may not thereafter be kept on the lot. In no event shall any pet be allowed to make an unreasonable amount of noise or to run at large. Birds and rabbits shall be kept caged at all times.

Section 6. Upkeep and Maintenance of Dwelling and Lots. Each Lot Owner shall prevent the occurrence of any unclean, unsightly or unkempt conditions of buildings or grounds of any Lot which shall tend to decrease or adversely affect the aesthetic appearance of the development of specific areas therein.

Section 7. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on on any part of any Lot, nor shall anything be permitted or done thereon which is or may become a nuisance or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be permitted to be on any part of any Lot or road right-of-ways. All garbage shall be kept in covered receptacles in places on the Lots as determined and approved by the A.R.C. No garbage receptacle shall be placed on the roadsides of the Properties for collection earlier than the morning of collection and all garbage receptacles must be promptly removed from public view after garbage collection but in no event later than sundown on the day of collection. No clothing or any other household fabrics shall be hung in the open on any portion of any Lot.

Section 8. Windows, Air Conditioning, Units and Fans. No window air conditioning units, water to air heat pumps, or other air conditioning devices resulting in water discharge (except condensate water), window fans, or exhaust fans shall be installed or permitted to remain on any residential dwelling constructed on any Lot.

Section 9. Window Coverings. No plastic, foil or similar material shall be permitted on any window of a residential dwelling constructed on any Lot.

Section 10. Well Limitation, Water Service and Sewer Disposal. Jacksonville Electric Authority, or its successors has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. Irrigation wells may be dug or drilled on any of the Lots to provide water for use upon the Lot; however, no water shall be used within any structure built upon a Lot except potable water which is obtained from the City of Jacksonville, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines owned or controlled by the City of Jacksonville, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system.

Section 11. Water and Sewage Regulations. All Lots and the dwellings thereon are subject to all rules and regulations relative to water and sewage rates, usage, rights, privileges and obligations regarding such service as may be adopted from time to time by Jacksonville Electric Authority, its successors and assigns, and the City of Jacksonville.

ARTICLE VI - EASEMENTS

OFFICIAL RECORDS

Section 1.

(a) The Declarant hereby reserves for itself, its successors and/or assigns, including without limitation the Association, a non-exclusive, perpetual, and alienable easement privilege and right on, over and under (i) the easements, if any, shown on the Plat of Waverley to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, water, drainage, sewage, and other conveniences or utilities (whether such easements are shown on said Plat to be for drainage, utilities or other purposes), (ii) that unpaved portion of roadways located in the cul-de-sacs or Islands for the purpose of establishment, maintenance and repair of curbs, landscaping, lighting and irrigation systems, or such other improvements as shall be constructed or placed by Declarant thereon. No Owner shall have the right to diminish, remove, augment, or enhance any decorative planting within any easement areas without the consent of the A.R.C. having been first obtained. Such decorative plantings shall be maintained by the A.R.C. Declarant may at any time transfer its easement right and all other rights and obligations under this paragraph to the A.R.C. and upon such transfer Declarant shall be released from all maintenance obligations, if any, which may exist hereunder. The Owners of the Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains lines, landscaping, lighting, or other equipment or facilities placed on, over or under the Property which is subject to said privileges, rights and easements.

(b) Within the aforesaid mentioned easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change, obstruct or retard the direction or flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, the utility company or the Association is responsible.

Section 2. Declarant hereby reserves for its benefit and for the Association, its successors and assigns, a perpetual, alienable, and exclusive easement over that portion of each of Lots 1 and 34, Waverley, located within the Entrance Landscape Easement for the construction and maintenance of a decorative wall, fence, signage thereon, and lighting, landscaping, berms, irrigation, and other improvements to enhance the visibility and appearance of the entrance on Scott Mill Lane to the subdivision, together with the right of ingress and egress from time to time over and across Lots 1 and 34, Waverley, for the purpose of construction, repair, and maintenance of said wall, signage, lighting, landscaping, and other improvements, and the improvement and maintenance of the Entrance Landscape Area. Declarant and its successors and assigns shall have the sole and exclusive right to operate and maintain all improvements located within the Entrance Landscape Area,

including without limitation the right to plant, replant, irrigate, trim, edge, fertilize, spray with insecticide, and mow all plantings from time to time located within the Entrance Landscape Easement.

Section 3. Easements for vehicular and pedestrian ingress and egress and for the installation, operation and maintenance of utilities and drainage facilities are reserved in, under, over and through all streets, roads, drives, courts, lanes, ways and rights-of-way on the aforesaid recorded Plat. These easements shall be terminable in whole or in part by a local public authority or utility of the applicable easement area.

ARTICLE VII - MAINTENANCE BY ASSOCIATION

Section 1. In the event any Owner shall fail to or refuse to perform any maintenance required hereunder, the Board of Directors of the Association may serve written notice upon such Owner demanding that such Owner perform the maintenance required hereunder within fifteen (15) days after date of notice thereof by certified mail, postage prepaid to such Owner's address as shown by the records of the Property Appraiser of Duval County, Florida. If, after the expiration of such fifteen (15) day period, such Owner has failed or refused to comply with the demands stated in the written notice, then the Association may cause such maintenance to be made, and the Association shall be entitled to levy a special assessment against the Owner of such Lot for the cost of such maintenance. Such assessment shall in every respect constitute a lien as any other assessment levied by the Association and shall also be the personal obligation of the Owner of such Lot.

Section 2. The Association shall have the duty and obligation to provide for maintenance and operation of all stormwater discharge facilities, stormwater retention and detention storage per plans, specifications and performance criteria as approved by permit from the St. Johns River Water Management District. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system(s). Maintenance of the stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 3. Access for Maintenance. Declarant, Association, their authorized agents and assigns are hereby granted a perpetual easement for ingress and egress over any Lot located in Waverley for the purpose of inspecting and performing maintenance in accordance with the terms of this Declaration or performing any maintenance as required under Section 1 hereof, in the event the Owner of such Lot shall fail or refuse to perform such maintenance.

ARTICLE VIII - GENERAL PROVISIONS

Section 1. Association May Correct Violations. Wherever there shall have been built or there shall exist on any Lot any structures, building, thing or condition which is in violation of any provision of this Declaration,

the Association shall have the right, but no obligation, if written notice has been given to the Lot Owner of such violation, to enter upon the Property where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Owner of such Property, which expense shall be payable by such Owner to the Association, on demand, and such entry and abatement, correction or removal shall not be deemed a trespass or make the Association liable in any way for any damages or account thereof.

Section 2. Approval of Declarant. Wherever in this Declarant the consent or approval of the Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant. Such request shall be sent to the Declarant by Registered Mail with return receipt requested. In the event that the Declarant fails to act on any such written request within thirty (30) days after the same has been submitted as required above, the consent or approval of the Declarant to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request if the request violates any of the provisions in this Declaration.

Section 3. Declarant May Designate A Substitute. The Declarant shall have the sole and exclusive right at any time, from time to time, to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved by the Declarants by any part or paragraph of this Declaration or under the provisions of said Plat. If at any time hereafter there shall be no person, firm or corporation entitled to exercise the rights, powers, privileges, authorities and reservations given to or reserved by the Declarant under the provisions hereof, the same shall be vested in and be exercised by the A.R.C. Nothing herein contained, however, shall be construed as conferring any right, powers, privileges, authorities or reservations in the A.R.C. except in the event aforesaid.

Section 4. Amendments - Releases by Declarant. The Declarant reserves and shall have the sole right (a) to amend this Declaration, (b) to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions, and easements applicable to a particular Lot, PROVIDED, HOWEVER, that any amendments or additions to this Declaration shall conform to the general purposes and standards of the provisions herein contained, and (c) to release any Lot from any of the provisions of this Declaration which have been violated (including without limiting the foregoing, violations of building restriction lines, setback lines, and provisions hereof relating thereto) if the Declarant, in its sole judgement, determines such violations to be minor and insubstantial.

Section 5. Amendment with Consent of Owner and Effective Period. In addition to the rights of Declarant as set forth in Section 4 above, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners

and by Declarant until the Class B membership of the DECLARANT IN THE OFFICIAL RECORDS Association shall cease, and thereafter by an instrument signed by not less than seventyfive (75%) of the Lot Owners. Any amendment must be recorded.

Section 6. Legal Action on Violation. If any person, firm, corporation or other entity shall violate or attempt to violate any of the provisions of this Declaration, it shall be lawful for Declarant, the Association or Owner to (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; and (b) prosecute proceedings in equity for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Declarant, the Association or any Owner to enforce any covenant or restrictions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior or subsequent thereto. Declarant and Association shall not have any liability to any Owner, mortgagee, or tenant for failure to enforce any of the provisions of this Declaration. Any Owner found in violation of any of the provisions of this Declaration shall be obliged to pay a reasonable attorneys' fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon. All provisions of this Declaration shall be deemed several and independent. The invalidity of any of the provisions of this Declaration shall in no way impair the validity of the remaining provisions or any part hereof.

IN WITNESS WHEREOF, this Declaration has been executed on this 7th day of JANUARY, 1994, by Declarant, acting by and through its undersigned officer who is thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

[Signature]

[Signature]
Print Name

[Signature]

JOHN T. AVERY
Print Name

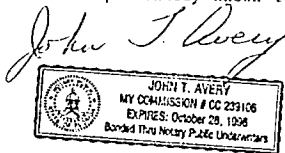
VHS INVESTMENTS, INC
a Florida corporation

By: [Signature]
Mary Louise Dungey
Vice President

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 7th day of JANUARY, 1994, by Mary Louise Dungey, Vice President of VHS Investments, Inc., on behalf of the Corporation. She is personally known to me and did not take an oath.

20.



JOINDER OF MORTGAGE

THE UNDERSIGNED, American National Bank of Florida, a banking corporation organized and existing under the laws of the United States of America, the owner and holder of that certain Mortgage and Security Agreement recorded in Official Records Book 7541, page 435 (the "Mortgage"), and the Secured Party in that certain Conditional Assignment of Rents and Leases recorded in Official Records Book 7541, page 446 (the "Assignment of Rents and Leases") and the Secured Party in that certain UCC-1 Financing Statement recorded in Official Record Book 7541, page 452 (the "UCC-1"), all of the current public records of Duval County, Florida, does hereby join in the execution of the foregoing Restated Declaration of Covenants, Conditions, Easements and Restrictions for Waverley Subdivision, and does hereby agree that the lien of the abovescribed Mortgage, Assignment of Rents and Leases and UCC-1 is now and shall hereafter be subject to the provisions of said Restated Declaration of Covenants, Conditions, Easements and Restrictions for Waverley Subdivision.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the Mortgage, Assignment of Rents and Leases and UCC-1 from the lien, operation, force and effect of the Mortgage nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed in the manner and form required by law as follows:

At Jacksonville, Duval County, Florida, this 7th day of January 1994.

AMERICAN NATIONAL BANK OF FLORIDA

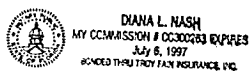
Attest: Della P King
Its Della P King

By: [Signature]
Its William Sullivan

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 7th day of January, 1994 by William Sullivan, President of American National Bank of Florida, a bank corporation organized and existing under the laws of the United States of America, on behalf of the corporation. He/she () is personally known to me or () has produced 5415-928-34-086 (Florida Driver's License) as identification.

Diana L. Nash
Print Name
Notary Public, State of Florida
My Commission Expires:



WAVERLEY ARCHITECTURAL REVIEW COMMITTEE

OFFICIAL RECORDS

ARCHITECTURAL DESIGN BOARD POLICIES & PROCEDURES

January 5, 1994

In accordance with the Waverley Declaration of Covenants, Conditions, Restrictions and Easements an Architectural Review Committee ("ARC") has been established to review and approve all plans for residences or other improvements to be built in Waverley. The Committee's purpose is to insure the individual residences built in Waverley reflect a consistent overall quality level while allowing for an owner's individual taste in design, colors and materials all within the opinion of the Committee.

While not mandatory, the ARC recommends that plans submitted be prepared by a qualified registered architect. The selection of an architect should be from recommendations and review of previous work accomplished. Good design and planning together with accuracy, will help in the approval process.

Items to be reviewed by the Committee will include any exterior improvement or structure of any kind, including without limitation, any building, dwelling, fence, wall, sign, site paving, grading, sewer, drain, disposal system, decorative lighting schemes, painting or alteration of a dwelling (including doors, windows, roof), installation of solar panels or other devices, construction of fountains, swimming pools, screened enclosures, jacuzzis, gates, flower boxes, shelves and statue. The ARC reserves the right to modify or amend any and all previous policies and procedures.

PROCEDURE FOR SUBMISSION AND APPROVAL

The submission to the ARC of an application should include samples of exterior materials and colors. The ARC will approve or disapprove the application for the proposed improvement within thirty (30) days after it has been submitted to it in proper form together with all supporting information.

APPLICATION (2 complete sets of all plans required.) Submit one set to:

H. Smith, Inc.
One San Jose Place, #7
Jacksonville, FL 32257

together with a refundable deposit of \$2,000.00 made payable to Waverley Homeowners Association, Inc.

and one to:
Jerry Brim
Pappas Associates Architects, Inc.
100 Riverside Ave.
Jacksonville, FL 32202

together with the application fee of \$180.00 (See page 3, Items 7 and 8)

1. Plot Plan at 1" - 20'
 - a. Location of house showing all property lines, easements, setbacks and restriction lines, drives, walks, roof plan, pools, fences, walls, terraces, patios, drainage plan and roadways.
 - b. Basic dimensions to be noted.
 - c. Locate all existing trees of 6" diameter or larger.
 - d. Show grade elevations.
 - e. All lots to have positive drainage in accordance with the master drainage plan for Waverley.

2. Exterior elevations at 1/4" scale, showing windows and doors. Show all four elevations.

- a. Showing all exterior materials noting colors and textures. Actual samples of roof shingle, brick, stone or other materials shall be submitted. Paint or stain for exteriors shall be submitted in actual exterior materials or submitted on boards no less than 12" X 12". (Since these samples are bulky they should be submitted in a size convenient to carry and submit to the office.)
 - b. Note type, size and material of all openings.
 - c. Roof pitch, type and quality of roof covering material.
 - d. Doors, windows, fences, mechanical equipment.
3. Typical wall section at a scale not less than 1/2" - 1'
4. Square footage:
- a. First floor.
 - b. Second floor.
5. Landscape plans by landscape company or architect showing location, quantity, sizes and species of all plants, trees, shrubs and ground cover proposed. Plan to be at scale of 1" = 1'. Show driveways, sidewalks, patios, existing trees of 6" diameter, plant materials, surface material and irrigation system. Provide list of plants showing type, quantity, size and cost estimate.
6. Accurate perspective view in black and white, or color, of front elevation is desired but not mandatory.
7. An application fee of \$180 (for 3 hours review) is required with each application. This fee should be sent directly to Ted Pappas and Associates. This fee will cover normal approval. If additional approval is necessary, due to noncompliance with ARC recommendations any additional submittal fees will be the responsibility of the owner.
8. At the time application is made a refundable deposit of \$2000 will be made by the homeowner to the Waverley Homeowner's Association. Such deposit will be held in an interest bearing escrow account of the Association with all interest earned thereon incurring to the benefit of the Association. The purpose of this deposit is for the protection of all homeowners by insuring compliance with the ARC requirements and prompt response to requests for action during construction. When the residential construction is complete and all improvements have been approved by the ARC, the deposit will be refunded (less any damages properly withheld by the ARC).

ARCHITECTURAL AND BUILDING GUIDELINES

Portions of the following guidelines reflect the requirements set forth in the Declaration of Covenants, Conditions, Restrictions and Easements. These guidelines are for the purpose of outlining the minimum requirements for residences in Waverley as well as to assist owners in the design of their residences.

OFFICIAL RECORDS

The evaluation of each submittal to the ARC relates to matters of judgement and taste which cannot be reduced to a simple list of measurable criteria listed below, and still not receive approval, if in the judgement of the ARC its overall aesthetic impact is not acceptable. The roll of the ARC is to insure the overall quality level of the Waverley community allowing for each owner's individual taste in design, colors and materials.

1. ARC REVIEW

The ARC will review each submittal and its plans, specifications, materials and colors to determine if the proposed improvement conforms to the standards and overall quality level of the Waverley community.

The ARC does not assume any responsibility in assuring the structural soundness, capacity, design or compliance with any building codes, governmental laws, regulations or ordinances.

2. FINAL APPROVAL

Subsequent to approval by the ARC, the Owner must begin construction within one year or forfeit such approval. In the event owner does not begin construction within such one year period, upon the sole decision of the ARC, the Owner must resubmit for approval.

3. ADDITIONAL APPROVAL

If additional approvals are necessary, due to non-compliance with ARC recommendations, any additional submittal fees will be the responsibility of the Owner.

4. BUILDER'S REQUIREMENTS

Each Builder shall comply with the following prior to construction.

- a. All job sites shall be kept in a neat and orderly condition.
Each house under construction shall have one "Port-O-Let" bathroom facility and one dumpster type receptacle for trash.
- b. All Builders and Owners are required to post on the job site and keep on record with the developer a 24 hour emergency phone number.
- c. No signs shall be erected except as specifically approved by the ARC.

5. BARRICADING OF TREES

Many trees have been killed during the process of clearing a lot because the root systems have been damaged either directly or indirectly by earthmoving or construction equipment

OFFICIAL RECORDS

Prior to any lot being cleared, the builder is required to barricade all trees deemed by the ARC to require such protection. The barricade will be constructed of wood, not less than 2" x 4", and shall be erected in a fence-like manner at a distance from the tree, as prescribed by the ARC on the site plan approval.

6. SIZE

All single family residences shall have a minimum square footage, 2400 sq. ft., of heated and cooled living space. This space shall not include garages, sheds, terraces, decks, open porches and like areas.

7. BUILDING SETBACKS FROM PROPERTY LINES

INTERIOR LOTS

Front yard	25 feet
Rear yard	15 feet
Side yards	7½ feet from any side line

CUL DE SAC AND RIVERFRONT LOTS

(See Covenants & Restrictions)

The ARC may modify the set back restrictions for an individual lot in its opinion and sole discretion, if such modification is necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

A dwelling may be located upon a single platted lot or a combination of platted lots and in such event the side set back lines shall apply to the outermost lot lines.

8. HEIGHT LIMITATIONS

No structure shall exceed 35 feet in height.

9. BUILDING ELEVATIONS AND FOUNDATION

In the event a wood floor or crawl space is provided, the ventilation openings are to be covered with grating, wood louvers or lattice painted to match the trim color scheme of the home. Any concrete block foundation walls are to be clad or stuccoed. Wooden pilings used for foundation support shall be encased in finish wood trim. Exposed round piling is unacceptable.

10. EXTERIOR WALL FINISHES AND COLORS

Recommended exterior finishes include stucco, brick, wood shingles, lapped board siding, limestone, coquina or coral natural stone or wood siding. When utilizing wood siding the siding shall be used as a compliment material and not the major component. ALL MATERIALS, TEXTURES AND COLORS MUST BE SUBMITTED TO AND APPROVED BY THE ARC. Exposed concrete block and concrete brick walls are not acceptable. Concrete block can be used for the foundation wall with stucco covering or an approved heavy textured coating.

11. WINDOWS AND DOORS

OFFICIAL RECORDS

Windows should be carefully proportioned and located to enhance the exterior appearance. It is recommended that houses not have openings (doors and windows) which total more than 35% of the exterior wall area. Aluminum window and door frames are to have anodized aluminum, vinyl or painted finishes. Natural color aluminum finishes are not acceptable. The use of French doors in lieu of sliding glass doors is highly recommended. No sliding glass doors are to be visible from the main street or side street.

12. ROOF

Minimum roof pitch of major roof elements will be 6/12. No flat roof except as subordinate element in conjunction with a pitched roof design. It is recommended the roof overhang be 24". Approved roof materials are:

- * Cement tiles manufactured for maximum density and resistance to moisture.
- * Cedar shingles, sawed or handsplit
- * Asphalt shingles of a quality of not less than a 25-year warranty. Architectural styles are required.
- * Clay tile either barrel or flat especially manufactured for maximum density and resistance to absorption.
- * Woodruff masonite
- * Natural slate or approved cement fiber slate.

If sheet metal for roof valleys, flashings, drips, downspouts, gutters, etc., is other than copper material, it shall be painted to blend with the shingles. All roof accessories, such as vent stacks and roof vents, shall be painted to match roof color. The use of solar energy providing devices (active and/or passive) are subject to Board approval.

Galvanized sheet metal is not recommended for roof valleys, flashings and drips. Only certain highest quality complete metal roofs will be considered.

13. GARAGES AND DRIVEWAYS

All garages shall have a minimum width of 20 feet and minimum depth of 20 feet as measured from the inside walls of the garage. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car, or two doors each sixteen (16) feet wide for a four-car, or a combination of three (3) individual overhead doors, each a minimum of eight (8) feet in width, or a combination of one (1) sixteen (16) foot wide door with one (1) eight (8) foot wide door for a three-car garage, and a service door. All driveways are to be constructed of concrete unless otherwise approved by ARC. (See page 18 Covenants & Restrictions.)

All garage doors must be electrically operated. No garage shall be converted to living space unless a garage in compliance with these provisions is constructed in its stead and unless the facade of the enclosed garage is approved by the ARC and a new garage in compliance with these restrictions is built. Garages should be located so the doors are not visible from the street on the approach from the main entry way.

The minimum driveway width shall be 12' in width fanning to a minimum 16' at the street and a minimum 20' at the garage entry. Driveways shall be paved with a hard surface such as concrete, concrete or brick pavers, or exposed aggregate. Driveways shall be constructed in a way as to not restrict or impede the designed flow of drainage water to the curb and gutter along each street. Use of accent patterns utilizing pavers or colored concrete are recommended.

14. LANDSCAPING AND IRRIGATION

Adequate landscaping of each house is a vital aspect in assuring the overall quality of the Waverly community. The use of a landscape architect or designer is required. The use of an irrigation system is mandatory.

- a. Use only plants and trees native to the area.
- b. All plants to be Florida #1 grade or better.
- c. Shade trees should be a minimum of 3" caliber and where possible 4" - 6" caliber trees are recommended. All shrubs should be at least a full three gallon plant and spaced close enough to provide a mature look.
- d. Provide a minimum of two shade trees in front yard: oak, elm or magnolia, if natural tree cover is absent. (Minimum height of 10 feet.)
- e. Provide shrubs in key design locations around all side of house. Shrubs should be at least three full gallons.
- f. Provide sod at all cleared areas on lot as well as between lot and paved portion of street on which such lot fronts. St. Augustine floratan is suggested. Any areas to be left natural must be designated by owner, an appropriate border designed, and approval is required by ARC.
- g. Any plant material which dies or becomes unsightly after installation will be replaced by approved plants within 30 days of installation or any notification by the ARC.

A successfully landscaped home will greatly add to the value of itself as well as to the value of the entire community.

15. FINISH EXPOSED SURFACES FOR TERRACES, ENTRANCES, OPEN PORCHES, STEPS APPROVED

Brick, natural stone, cast stone, cast-in-place textured gravel concrete, certain colored door stained cements are acceptable with prior approval. Where textured exposed concrete surfaces are used provide a border of brick, tile or some other appropriate material. Wood decks are acceptable as approved by the ARC.

16. FIREPLACES AND CHIMNEYS

Conventional masonry fireplaces and chimneys are preferred. Exposed masonry chimneys should not be less than 3' x 4' in size. It is preferred that the chimney top be designed so that the flue will be covered from the elements. A plan and section at a large scale should be shown of the conventional fireplace. A detail of the chimney top should be shown. Prefab metal flue chimneys may be used, providing they meet certain restrictions. The flue and chimney must be constructed in accordance with manufacturer's recommendations. If the flue is

exposed, then the chimney design and be of a size and material that is architecturally acceptable. The design of this chimney must substantially cover the prefab flue top from view. The chimney must be completely detailed to show type, style and size. Exposed spark arrestors will not be permitted.

17. FENCING

Fencing, walls, screens, screened enclosures, privacy hedges must be submitted for approval before installation. The drawing must show the site (lot survey) location of site of existing facilities, location of proposed fencing, type or design of fence, dimensions and necessary detail. The fencing must consider the location and design of any adjacent existing fence. Wire chain link fences are prohibited.

18. FREESTANDING STRUCTURE

Any freestanding structure contemplated for a property such as a pavilion, gazebo, platform, playhouse, storage room, cabana, etc., must be submitted for approval with the required drawings and information. Approval will be granted only upon the merit of the structure and determination that it will not materially adversely affect the neighborhood.

19. SIGNS - STANDARD SIGN FOR CONSTRUCTION

No sign will be allowed unless specifically approved by the ARC.

20. SATELLITE DISHES AND ANTENNAS

No aerial, antenna, satellite receptor dish or similar device shall be placed or erected upon any lot or affixed in any manner to the exterior of any building on such lot.

21. AIR CONDITIONERS, GARBAGE CONTAINERS, ELECTRICAL METER BOXES

All outside air conditioning compressors and garbage containers shall be shielded and hidden so that they are not visible from the street or adjacent property. Screening may include approved fencing or landscaping.

All electric meter boxes shall be shown on the final submittal. Meter boxes shall be located on the side of each house and shall be built into the wall system or enclosed in a boxed design acceptable to the ARC.

22. MAIL BOXES

No mailbox, paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any lot without the approval of the ARC as to style and location.

23. TREE REMOVAL

In reviewing building plans, the ARC shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the ARC, which approval may be given when such removal is necessary for the construction of a dwelling or other improvement.

24. SWIMMING POOLS AND TENNIS COURTS OFFICIAL RECORDS

Any swimming pool or tennis court to be constructed on any lot shall be subject to the requirements of the ARC which include, but are not limited to the following:

- a. Composition to be of material thoroughly tested and accepted by the industry for such construction.
- b. The outside edge of any pool wall may not be closer than four (4) feet to a line extended and aligned with the side walls of a dwelling unless approved by the ARC.
- c. No screening of pool areas may extend beyond a line extended and aligned with the side walls of the dwelling unless approved by the ARC.
- d. Pool screening may not be visible from the street in front of the dwelling unless approved by the ARC.
- e. Location and construction of tennis or badminton courts must be approved by the ARC.
- f. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.
- g. Tennis court lighting shall not be permitted.

If one Owner elects to purchase two (2) adjoining lots and use one for recreation purposes, the lot used for recreation purposes must be adequately screened by Landscaping and/or walls or fences on both the front and side as required by the ARC.

25. SERVICE COURTS

Every house must have a service yard for trash receptacles, utility meters, HVAC equipment, and any other equipment to be stored outside. The Service yards are to be screened from view from roads and adjacent properties by a visual barrier at least four feet high, which may be fencing material as approved by the Architectural Review Committee or masonry walls which are extensions of the house. All trash, garbage and other waste shall be kept in sanitary containers.

I have read and understand and agree to comply to the requirements set forth herein.

Owner: _____

Date: _____

069/bsi

94-0003582
FILED AND RECORDED
IN PUBLIC RECORDS
OF DUAL COUNTY FLA

94 JAN 10 PM 12:02
RECORD VERIFIED
Cheryl S. Brown
CLERK OF CIRCUIT COURT