

1994

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AMENDED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
GRACEWOOD ESTATES

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THIS DECLARATION, made this 1 day of July,
1994, by THOMAS F. GILL and CAROLYN C. GILL, hereinafter called
"Developer".

W I T N E S S E T H:

WHEREAS, Developer is the Owner of the real property described
in Article II of this Declaration and Developer desires to create
thereon a residential development; and

WHEREAS, Developer desires to create an entity to which shall
be delegated and assigned the powers of maintaining the common
areas and portions of the units, as herein defined; and

WHEREAS, the Developer has incorporated under the laws of the
State of Florida, as a non-profit corporation, GRACEWOOD ESTATES
HOMEOWNERS ASSOCIATION, INC. for the purpose of exercising the
functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property
described in Article II hereof, is and shall be held, transferred,
sold, conveyed and occupied subject to the covenants, restrictions,
easements, charges and liens hereinafter set forth.

ARTICLE I.

DEFINITIONS

A. Association: GRACEWOOD ESTATES HOMEOWNERS ASSOCIATION,
INC., a non-profit corporation created under the laws of the State
of Florida.

B. The Property: The property described in Article II
hereof.

C. "Unit" or "Lot": Any of the platted lots described in
Article II hereof upon which a residence may be erected in
accordance with the restrictions herein set out or such further
restrictions as may be empowered by any applicable building and
zoning ordinance.

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D. Common Areas: Those areas set aside for the benefit and use of all Owners, including all improvements constructed or to be constructed thereon and all real and personal property owned by the Association which is used in connection therewith.

E. Owner or Member: The record owner, whether one or more persons or entities, of the fee simple title to any Unit shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or a deed in lieu of foreclosure.

F. Developer: THOMAS F. GILL and CAROLYN C. GILL, and their successor and assigns.

G. Board: The Board of Directors of GRACEWOOD ESTATES HOMEOWNERS ASSOCIATION, INC.

H. Institutional Mortgagees: A bank, savings and loan association, Massachusetts Business Trust, real estate investment trust, mortgage company, insurance company, pension and profit-sharing fund, credit union, savings bank, union pension fund and the FNMA, FHLMC and similar entities.

I. Single Family Homes: Any mobile, modular or conventional home built or assembled in accordance with local, state and federal laws relative to mobile, modular or conventional home construction and other such specifications and conditions as contained in this Declaration.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration (the "Property") is located in St. Johns County, Florida, and is legally described as follows:

A Re-plot of Gracewood Estates as recorded in Map Book 27, Pages 4 and 5 of the Public Records of St. Johns County, Florida.

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ARTICLE III.

PLAN OF DEVELOPMENT

The Developer has developed thirty-eight (38) lots upon which single family homes may be constructed. The Owners will own the Units and will become members of the Association which will own the Common Areas.

On the Common Areas, Developer intends to construct certain roads, drainage facilities, retention ponds and landscaping and green areas. The Developer will convey all of the Common Areas to the Association.

ARTICLE IV.

RESTRICTIONS ON USE OF THE PROPERTY

A. In order to provide for a congenial occupation of the subdivision and to provide for the protection of the value of the individual units, the use of property shall be restricted in accordance with the following provisions:

1. In order to promote uniformity and aesthetically attractive uniform appearance of the entire subdivision, and to further the purposes set forth in these Restrictions, the Board of Directors of the Association, its successors and assigns, shall have the right to approve all improvements to the lots, including but not limited to, all mobile, manufactured or conventional homes, improvements and appurtenant and attendant structures to be placed upon said lots in accordance with Article I of this Declaration. As a guide, each mobile, manufactured, or conventional home shall meet the following minimal requirements:

a) Be doublewide with minimum dimensions of 24' x 50' and/or have a minimum of 800 square feet of air conditionable space, excluding porches, garages and carports;

b) Have solid masonry skirting around the entire exterior of said home and four-point hurricane anchors, and/or masonry slab construction;

c) Have a carport or garage with a concrete apron from paved road to property line, with concrete, asphalt, wood chips or gravel driveway from the property line to unit. In the

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event that wood chips or gravel driveways are used, said driveways shall be flanked by ties to contain material;

d) No homes shall have siding constructed of tin, aluminum, or such roll siding other than aluminum lap siding. All metal siding shall be approved by the Association;

e) Where mobile or manufactured homes are placed, no homes shall be more than two (2) years old from the date of manufacture.

B. All mobile or manufactured homes shall be located upon the lot so that the front of the mobile home (i.e., the front door of the home which is designed to face the street) shall be facing the street or cul-de-sac. The mobile or manufactured home shall be located on said lot so that the front of the mobile or manufactured home fronts on the street abutting the lot.

C. Except for animals such as dogs, cats, and other household pets, no animal, livestock or poultry of any kind shall be raised, bred, kept or maintained on any unit. No animals or household pets may be raised or kept for commercial purposes (not to exceed two of each).

D. Lots shall not be used or maintained as a dumping ground for rubbish, garbage, derelict vehicles or fixtures, and all other waste or debris. All such waste or debris shall not be allowed to accumulate and shall not be kept except in a street for pickup and shall not be allowed to remain in excess of twenty-four (24) hours.

E. All trucks and commercial vehicles shall be required to be parked in a garage and shall not be permitted to be parked or stored in any other place on any lot except during periods of approved construction on the lot. However, one (1) truck or commercial vehicle used strictly by the owner for his own work or transportation purposes may be parked upon the lot outside of a garage. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as are used for pickup, delivery and other commercial services. No vehicle without a current valid license plate shall be permitted upon the property.

Vehicles which are missing one (1) or more wheels or which are not in an operating condition shall not remain upon any portion of the property for more than two (2) consecutive days. No airplanes, helicopters or gliders shall be permitted on the property. No maintenance or repairs shall be performed upon any vehicle, boat or similar machine or portion thereof on any lot or portion of the property except within a building where totally isolated from public view. No recreational vehicles, swamp buggies, boats or air boats shall be parked overnight on any lot, except in an enclosed garage.

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F. There shall be no motorcycles allowed upon the property except such motorcycles as shall be composed of standard factory equipment.

G. Each unit owner, lessee or occupant shall maintain at all times in good condition and repair the interior portion of his mobile home and exterior of his unit, including yards, landscaping, porches, interior walls, floors, ceilings, roads, exterior doors, and windows, water, electric and plumbing systems and equipment and lamps.

H. No wire, clotheslines, hangers or drying facilities nor any garbage or refuse receptacles shall be permitted or maintained on the exterior of any unit so as to be visible from the street, or in or on any part of the common elements, except by the Association, and no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

I. No parking of vehicles is permitted on the street or on the grass at any time except for the guests of residents, or vehicles of business serving resident establishments, and then only for a reasonable time. Vehicles must be parked in the carport or on the driveway of lot. Repairing of vehicles, boats, motors, etc., is prohibited except in the storage area. No parking of boats, campers or trailers in driveways except to load and/or unload.

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J. Each unit shall be used and occupied by the respective owner, his tenants, family or special guest as a private single-family mobile or manufactured home residence and for no other purpose, except where specific exceptions are made in this Declaration. Each lot shall be restricted to the erection of one mobile, manufactured, or conventional home.

K. The common elements, and any property in which the Association owns an interest, shall be used for the furnishing of services and facilities for which they are reasonably intended, for the use and enjoyment of the unit owners, their tenants and guests, subject to such regulations as the Association shall have the exclusive right to promulgate, enforce and/or adopt as it deems necessary.

L. Except as hereinafter reserved to Development, no unit may be divided or subdivided into a smaller unit, nor may any portion thereof be sold or otherwise transferred without first amending this Declaration as hereinabove provided to show the changes to be made in the units.

M. Until the Developer has completed all of the contemplated improvements and closed the sales of all units in the subdivision, neither the unit owners, contract purchasers nor the Association, nor their use of the subdivision property, shall interfere with the completion of the contemplated improvements or the sale of the units. Developer may make such use of any unsold units and all common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, advertising, showing of the property, display of signs, and storage of materials.

N. Except as hereinabove reserved to Developer, no nuisance shall be allowed which is a source of annoyance to residents or which will interfere with the peaceful possession and proper use of the subdivision property by residents.

O. No unit owner shall permit or suffer anything to be done or kept in or on his property which will increase the rate of insurance on the subdivision property or on the common elements.

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P. No immoral, offensive or unlawful use shall be made of the subdivision property or any units or any part thereof.

Q. Reasonable regulations concerning use of the subdivision property may be promulgated by the Developer of the Association in accordance with the procedure set forth in the Association By Laws.

R. Should any of the foregoing restrictions or any other provisions of this Declaration or the By-Laws thereof be violated, the Developer, any unit owner, or the Association acting on behalf of the unit owners as a class, shall have the right to institute suit in any court of competent jurisdiction to enjoin further violations and to obtain monetary damages for past violations and the prevailing party shall be entitled to court costs and reasonable attorney's fees for enforcing this Declaration and/or By-Laws.

S. Before any house or building on any lot or tract in this subdivision shall be used and occupied as a dwelling or as otherwise provided by the subdivision restrictions above, the Developer or any subsequent owner of said lot or tract shall install improvements serving said lot or tract as provided in said plans and specifications for this addition filed with the County of St. Johns, State of Florida, or by any aggrieved lot owner in this subdivision.

T. Before any lot or tract may be used or occupied, such user or occupant shall first obtain from the St. Johns County Zoning Administrator the Improvement Location Permit and Certificate of Occupancy as required by the St. Johns County Zoning Ordinance.

U. The Association, Developer or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of these covenants and restrictions. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

W. The covenants and restrictions herein contained shall run with the land, and be effective for a term of twenty (20) years from the date these covenants and restrictions are recorded, after which time they shall automatically be extended for successive periods of ten (10) years; provided these covenants and restrictions may be amended by an instrument signed by not less than 75% of the lot owners, and provided further, the Association, its successors and assigns, shall have the exclusive right of two (2) years from the date of recording of the plat to amend any of the covenants and restrictions, excepting "U" above, with the approval of the St. Johns County Planning Board.

X. No changes in the elevation of a lot shall be made without the prior written approval of the Association. No fill shall be used to extend a lot beyond the lot line. No sod, top soil, rock, gravel, sand, clay or earth shall be removed from the lot, or any lake or pond dug, without the written consent of the Association and no change in elevation resulting in surface water drainage onto another lot shall be permitted.

Y. Any swimming pool, tennis, racquetball, handball, basketball, badminton, or similar courts or recreation areas to be constructed on any lot shall be subject to the requirements of the Association which include, but are not limited to, the following:

1. Composition to be of material thoroughly tested and accepted by the industry for such construction;

2. Such facility must be constructed on the same lot as the residence of the lot owner and the location of such facility on such lot must be first approved in writing by the Association;

3. Lighting shall be designed so as to buffer the surrounding residences from the lighting.

2. No owner shall exhibit a "for sale" or "for rent" sign within five (5) years from the date hereof. Subsequent to the said five year period, "for sale" or "for rent" signs are permitted

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provided they do not exceed 28 inches in width or 20 inches in height. These provisions shall not apply to the Developer.

ZZ. No underbrush and/or other unsightly growth shall be permitted to grow upon any lot and no refuse or unsightly objects shall be allowed to remain thereon. Each owner shall keep his property mowed so that grass does not grow to exceed twelve (12) inches high and the shrubbery and trees located thereon shall be appropriately trimmed. The structures and grounds on all lots shall be maintained by the owner in a neat and attractive manner, including without limitation, having grass, weeds, undergrowth and other vegetation cut when and as often as necessary, including removal of any dead trees, shrubs or plants. If any owner shall fail to remove these or other unsightly objects, then the Association, after providing the owner with seven (7) days' written notice thereof, may enter upon said lot and remove the refuse or otherwise cure the owner's default of his obligations hereunder. Such entry by Association shall not be deemed as a trespass and the owner shall be assessed the cost incurred by the Association in curing said default, with such assessment constituting a lien upon the lot.

ARTICLE V.

DEVELOPER'S RIGHTS

Developer reserves the right to carry on construction, development and sales activities, to place equipment, machinery, supplies and signs on any part of the Property owned by Developer or by the Association, to park vehicles of prospective purchasers, lessees, employees and personnel of Developer in parking spaces located on the Property, and to exercise easements rights and all other rights granted the Developer hereunder.

Violations hereof shall give the Developer, its successors and assigns, and/or the Association, in addition to all other remedies, the right to enter upon the land upon which such violation or breach exists and summarily to abate and remove, at the expense of the Owner, any construction or other violation that may be or exist thereon contrary to the intent and provisions hereof. The

Developer, its successors and assigns, and/or the Association, shall not thereby become liable in any manner for trespass, abatement or removal.

ARTICLE VI.

THE ASSOCIATION

A. **Membership.** Every person or entity (including the Developer) shall automatically become a member of the Association upon acquisition of a fee simple title (or in the case of the Developer, the filing of this Declaration) of any Unit in the Property described in Article II hereof (or of any real property subsequently brought within the imposition of this Declaration) by filing of record therefor a deed in the office of the Clerk of the Circuit Court in and for St. John's County, Florida, evidencing such ownership. Membership shall continue until such time as the member transfers or conveys of record said interest, or said interest is transferred and conveyed by operation of law, at which time said membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to and shall not be separated from the ownership of any Unit which is subject to this Declaration of Covenants and Restrictions, except as otherwise set forth herein. Notwithstanding any provisions hereof, no person or entity who holds an interest of any type or nature whatsoever of a Unit in the Property only as security for the performance of an obligation shall be a member of the Association. The Developer, by including additional Units within the impositions of this Declaration, or any part thereof, may cause additional memberships in the Association, which may be upon such ownership basis as the Developer, in its sole discretion, may determine.

B. **Membership Voting.** The Association shall have two classes of voting membership:

Class A. Class A shall be all those owners as defined in Paragraph A above with the exception of the Developer. Class A members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one (1) person holds such an interest or interests in any Unit, all

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such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Unit.

Class B. The Class B member shall be the Developer. The Class B member shall be entitled to two (2) votes for each Unit in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the first of the following events to occur:

- (a) When the total votes outstanding in Class A membership equal or exceeds the votes outstanding in Class B membership; or
- (b) On March 1, 1997; or
- (c) Upon voluntary conversion to Class A membership by Developer.

From and after the date of the first of these events to occur, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Unit in which it holds the interest required for membership.

C. Authority. The Association, through its Board, shall have the authority to:

- 1. Regulate the use of property owned by the Association and the Common Areas, and from time to time, promulgate rules and regulations governing the use thereof as it may deem to be in the best interest of the members.
- 2. Enforce the restrictions imposed under this Declaration.
- 3. Levy and collect assessments in the manner and for the purposes as hereinafter set forth.
- 4. Purchase such insurance as it deems necessary and disburse the proceeds thereof as set forth herein.
- 5. Convey to government authorities easements, right of ways or fee title in and to the roadways, swales and drainage areas owned by the Association.

6. Exercise and perform all of its other rights, powers and duties as set forth in this Declaration and the Association's Articles of Incorporation and By-Laws, and as may be necessary to carry out the intent of this Declaration.

ARTICLE VII.

ASSESSMENTS

The Association, by and through its Board, shall have the power and authority to make and collect those assessments hereinafter set forth in this Article.

A. General Assessments. General Assessments shall be made annually for the purpose of maintenance and management of the Association and the maintenance and management of Association property. Maintenance and management expenses referred to herein as being included within the scope of general assessments shall include, but not be limited to, the cost and expense of operation, maintenance and management of the Association and its property; property taxes and assessments against the property; insurance on the Association's real property and personal property; premiums for public liability insurance; legal and accounting fees; management fees; operating expenses of the property and the Association; maintenance, repairs and replacements; charges for utilities and water used upon said property; expenses and liabilities incurred by the Association in and about the enforcement of its rights and duties against members or others; the creation of reasonable contingencies for reserve requirements for the protection of the members, its property, and all other expenses deemed by the Board of the Association to be necessary and proper for the management, maintenance and repair of said property. The Association shall annually estimate the amount of expenses it expects to incur and the period of time involved therein and may assess its members sufficient moneys to meet this estimate. Should the Association through its Board determine that the assessments made are not sufficient to pay the expenses or, in the event of any emergency, the Board shall have the authority to levy and collect additional general assessments to meet the needs of the Association. All

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notices of assessments from the Association to the members shall designate when they are due and payable. All general assessments shall be at a uniform rate for each Unit (or in the event additional property is made subject to this Declaration, each of such additional Units) so that each lot subject to this Declaration shall be assessed equally. Should a Unit be divided as to ownership so that separate and distinct owners or a multiple of owners own separate portions thereof, each distinct Owner or multiple of owners shall be assessed at that percentage of the assessment which is equal to the percentage of the Unit owned.

General assessments shall be collectible in advance monthly, quarterly, semi-annually or annually as the Board shall determine. Any general assessments shall bear interest at the rate of ten (10%) percent from the date when due until paid.

B. Special Assessments. The Board may levy a special assessment for any of the following purposes: the cost of reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. Except when the cost of repair contemplated hereunder does not exceed \$7,500.00, any special assessment shall have the approval of the membership of the Association, said approval to be obtained at a duly convened regular or special meeting called at least in part to secure this approval, by an affirmative vote of no less than two-thirds (2/3) of the members present in person or by proxy. All notices of special assessments from the Association to the members shall designate when they are due and payable. All special assessments shall be at a uniform rate for each Unit (or in the event additional property is made subject to this Declaration, each such additional Unit) so that each Unit subject to the Declaration shall be assessed equally. Should a Unit be divided as to ownership so that separate and distinct owners or multiple of owners own separate portions thereof, each distinct Owner or multiple of owners shall be assessed that percentage of the assessments which is equal to the percentage of the Unit owned. Special assessments shall be

collectible in such manner as the Board shall determine. Any special assessment shall bear interest at the rate of eleven (11%) percent per annum from the date when due until paid.

C. Board of Directors.

1. The members of the Board shall be elected at the annual meeting of the members in the manner provided by the By-Laws.

2. The Board shall have the responsibility of enforcing the provisions of this Declaration.

3. The Board of Directors of the Association shall consist of from two (2) to four (4) members, the full membership of such Board to be appointed by the Developer so long as the Developer is a member of the Association by virtue of its ownership of any portion of the property subject to this Declaration, including any property which is subsequently subjected to this Declaration. The right of appointment set forth hereunder shall fully terminate at such time as Developer no longer holds ownership of record of any property subject to this Declaration or any part thereof. Subsequent boards shall be elected in accordance with the Articles of Incorporation and/or the By-Laws of the Association. There shall be no requirement that any member of the Board of Directors be a member of the Association or a property Owner within Gracewood Estates.

D. Effect of Nonpayment of Assessment: Personal Obligation of the Owner; The Lien; Remedies of Association: If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall together with such interest thereon and cost of collection thereof as herein provided, thereupon become a lien upon the Unit which shall bind the Unit in the hands of the Owner, his devisees, Personal Representatives and assigns, and shall also be the continuing personal obligation of the Owner against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the due date, the Association may bring an action of law against the Owner personally obligated to pay said assessment or to

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foreclose the lien against the Unit, and there shall be added to such assessment the cost of such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee together with the costs of the action.

E. Subordination of the lien to the Mortgages. The lien for assessments provided for herein shall be subordinate to the lien of any mortgage to an institutional mortgages now or hereafter placed upon a Unit; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Unit for liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

F. Property Rights in the Common Areas.

1. Member's Easement of Enjoyment. Subject to the provisions of subparagraph 3 below, every member of the Association shall have a right and easement of enjoyment in and to the common areas, which easement shall be appurtenant to and shall pass with title to every Unit.

2. Title to Common Properties. The Developer will convey all of the Common Areas to the Association.

ARTICLE VIII

EASEMENTS

Developer hereby reserves the following easements:

A. An easement or easements within the common areas to provide utility services, including but not limited to, electricity, telephone, gas, water, irrigation and sprinkler system, sewer, drainage, television cables and governmental services, including police and fire protection and including the right of access to maintain, repair, replace or install fixtures necessary for such utility and governmental services for the benefit of the appropriate utility companies, agencies, franchisees or governmental agencies.

B. An easement in favor of the developer, the Association and the Owners and their family members, guests, licensees, invitees and lessees over and across the Common Areas.

C. The easements reserved hereunder unto Developer may be assigned by Developer in whole or in part to the Association, to any City, County or State government or agency thereof, or to any duly licensed public utility or to any other designee of Developer.

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ARTICLE IX.

MAINTENANCE

The Association shall provide for the maintenance of the common areas.

The cost of maintenance and repairs performed by the Association shall be paid through assessments as set forth above. An Owner shall have no right to repair, alter, add to, replace, paint or in any other way maintain the items which are the responsibility of the Association. This Section shall not, however, in any way affect the right of the Association to levy an individual assessment against an Owner for the cost and expenses for repairs and replacements for which such Owner is responsible and for which he has failed or refused to perform. Notwithstanding anything contained herein, the expense of any maintenance, repair or construction necessitated by the negligent or willful acts of an Owner shall be borne solely by that Owner, and the Unit owned by such Owner shall be subject to an individual assessment for such expense.

The Association shall not be liable for any personal injury or property damage resulting from the performance of the maintenance described herein.

ARTICLE X.

INSURANCE

The Association may obtain liability insurance in such amounts as the Board of Directors may from time to time determine for the purpose of providing liability insurance coverage for the Common Areas.

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ARTICLE XI.

ASSIGNMENT

Any or all of the rights, powers and obligations, easements and estates reserved or given to the Developer or by the Association may be assigned by the Developer or by the Association, as the case may be, and any such Assignee shall agree to assume the rights, powers, duties and obligations of Developer or Association hereunder and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall joint for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Developer and/or the Association. After such assignment, the Developer and the Association shall be relieved and released of all responsibility hereunder.

ARTICLE XII.

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted 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 Developer. Until such time as an architectural control committee is established, the Developer shall act as the architectural control committee.

When established, the architectural control committee shall be composed of three members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. In the event

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said Board, or the architectural control committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE XIII.

AGREEMENT WITH ST. JOHNS COUNTY.

The Developer and Association have agreed with St. Johns County as follows:

The Association shall own, operate, maintain and manage the road system, adjacent swales and common areas within the above described property in a manner consistent with the St. Johns County Ordinances, requirements and rules and shall assist in enforcement of same. In the event of an inordinate set of circumstances which may prohibit access for emergency vehicles, the County may make such emergency repairs as necessary, to provide such access and levy the taxpayers, through the Homeowner's Association, a proportionate share of these costs as a property tax assessment to each individual lot owner. All repairs to the roads and swales due to wear and tear, erosion and water incursion are the responsibility of the Association and shall be administered by the Association in the best interest of its members as provided by the rules and/or county Ordinances.

ARTICLE XVI.

SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

A. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

B. Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

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

D. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE XV.

GENERAL PROVISIONS

A. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and permitted assigns.

B. Notices. 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 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.

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C. Enforcement. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

E. Amendment. This Declaration may be amended at any time and from time to time upon a vote of a majority of the Members. Said Amendment shall become effective upon the execution thereof by the President of the Association and recordation of any instrument evidencing said Amendment in the Public Records of St. Johns County, Florida.

Any duly adopted Amendments shall run with and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

The provisions herein relating to subordination of the assessment lien to mortgages may be amended only with the written consent of all Institutional Mortgagees holding mortgages on Units. Without the written consent of such Institutional Mortgagees, no amendment shall be made which would adversely affect or in any way alter the extent, nature or priority of the lien rights of such Institutional Mortgagees.

F. A copy of this document shall be submitted to each purchaser of a unit and acceptance thereof shall be acknowledged on or before the date of transference of the Property to the purchaser. Recording of a deed to purchase shall be conclusive evidence of acceptance of all of the terms and provisions hereof.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed the day and year first above written.

O.R. 1062 PG 1014

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

[Handwritten signatures]

[Handwritten signature]

THOMAS F. GILL
[Handwritten signature]

CAROLYN C. GILL

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 1st day of July, 1994, by THOMAS F. GILL and CAROLYN C. GILL, who are personally known to me or who have produced _____ as identification and who (did) (did not) take an oath.

My Commission expires:

OFFICIAL NOTARY SEAL
BARBARA ANN CAILIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC171194
MY COMMISSION EXP. DEC. 28, 1995

[Handwritten signature]

NOTARY PUBLIC
[Handwritten signature]

Print name

JOINDER

The undersigned as the owner of Lot 16, Block 1, GRACEWOOD ESTATES, Plat Book 25, Pages 35 and 36, St. Johns County, Florida, does hereby join in the foregoing Amended Declaration of Covenants and Restrictions for Gracewood Estates and declares said property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens as contained therein.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

ALLAN I. RUBIN

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 24 day of June, 1994, by ALLAN I. RUBIN, who is