

EXHIBIT "A"

QUAIL RIDGE FARMS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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QUAIL RIDGE FARMS

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

R E C I T A L S

1. STOCKTON LAND CORPORATION, herein called the "Declarant," is the fee simple owner of certain real property located in St. Johns County, Florida, which land is more particularly described as Lots ___ through ___, inclusive, of QUAIL RIDGE FARMS, according to plat thereof recorded in Map Book ___, pages ___, ___, ___, ___, and ___, of the public records of St. Johns County, Florida.

2. Declarant is desirous of placing certain covenants, easements and restrictions upon the use of Quail Ridge Farms and is desirous that such covenants, easements and restrictions shall run with title to the land hereby restricted for so long as the plat described above shall remain of force and effect.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, Declarant, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of Quail Ridge Farms, and does hereby place upon Quail Ridge Farms the following covenants, easements and restrictions, to run with title to such land as set forth above, and the grantees of any deed or other instrument conveying any Lot or Lots, parcels or tracts or any portions thereof, shall be deemed, by the acceptance of such deed, or other conveyancing instrument, to have agreed to all such covenants and restrictions and to have covenanted to observe, comply with, and be bound by all such covenants and restrictions.

ARTICLE I

DEFINITIONS

As used in this Declaration, the following terms shall have the following meanings:

Articles	The Articles of Incorporation of Quail Ridge Farms Homeowner's Association, Inc.
Association	The Quail Ridge Farms Homeowner's Association, Inc., a non-profit corporation organized and existing under the laws of the State of Florida, its successors and assigns.
Board of Directors	The Board of Directors of Quail Ridge Farms Homeowner's Association, Inc.
Bylaws	The bylaws of Quail Ridge Farms Homeowner's Association, Inc.
Common Areas	Any and all real property owned or maintained by the Association for the common use and enjoyment of all Members, including but not limited to, all equestrian trails, streets and roads, as shown on the Plat.
	Corporation, a Florida corporation, its successors or designated assigns.

to all or any portion of the Development is, or is intended to be, or shall be construed as, a dedication to the public of any streets or Common Areas, except those that hereafter may be dedicated by a specific written and recorded deed or agreement of dedication.

The Declarant reserves for itself, so long as Declarant owns fee simple title in the Development, and for the Association, subsequent to conveyance of portions of the Common Areas to the Association, the right to offer to dedicate or transfer any streets or other parts of the Common Areas to any public agency, authority or utility having jurisdiction thereof. An offer of dedication places no liability upon any public agency to accept the dedicated streets or other property. In addition, Declarant shall have the right to redesignate, relocate or close any part of the roadways without the consent or joinder of any party so long as no Lot is denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

3.2. Ownership and Maintenance of Common Areas. The Association shall at all times be responsible for administration, maintenance, repair and upkeep of the Common Areas as well as the drainage system, lakes, embankments of such lakes, equestrian trails and the mitigation area located in Quail Ridge Farms. The Association shall be required to maintain those roads which serve as access to a Lot or Common Area. Any road which is wholly within a Lot, and which does not serve as access to another Lot, shall be maintained by the Owner upon whose Lot is situated such road or roads, and not by the Declarant or the Association.

3.3. Easement of Enjoyment in Common Areas. Every Lot Owner shall have a right and easement of enjoyment in and to the roads and other Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration and the Articles and Bylaws of the Association and to the following provisions:

a. The right of easement of enjoyment in and to the roads shall be limited to those roads owned or maintained by the Declarant or the Association.

b. The right of the Declarant or Association to limit use of the Common Areas to Owners, their families, and guests.

c. The right of the Declarant or the Association to grant an easement in, dedicate or transfer all or any part of the roads or other Common Areas to any public agency, authority, or utility for such purposes, in accordance with the terms and conditions set forth in Paragraph 3.1 hereof.

d. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure.

e. The right of the Declarant or the Association to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Development, including and without limitation, the Declarant's right to reserve an easement for itself, its successors and assigns for ingress, egress, construction, maintenance, and operation of utilities over all roadways in the Development.

f. All provisions of the Plat.

g. Rules and regulations governing use and enjoyment of the Common Areas adopted and published by the Association or any part of the Common Areas.

Lot, which expense shall be payable by such Owner to the Declarant or the Association on demand. Such entry as provided in this Paragraph 4.4 shall not constitute a trespass, and the Declarant or the Association, and its agents, representatives and contractors shall bear no liability for performing any acts reasonably necessary or appropriate in connection with the execution of these provisions. All costs incurred by the Declarant or the Association in exercising its rights herein, together with interest thereon at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees) shall be assessed to the Owner of the affected Lot and shall constitute a lien upon such Lot and improvements and the personal obligation of the Owner and shall be due and payable upon demand.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1. Creation of Lien and Personal Obligation for Assessments. The Owner of each Lot in Quail Ridge Farms, other than the Declarant, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, and (c) assessments for the maintenance obligations described in Article 4.4. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the Owner.

Each assessment, as provided for herein, together with interest thereon at the highest lawful rate, shall constitute a debt from the Owner (jointly and severally) of the Lot against or with respect to which the same shall be assessed, payable to the Association on demand, and shall be secured by a lien upon such Lot and all improvements now or hereafter located thereon. Each lien shall attach to a Lot and improvements thereon against which such assessment shall be assessed and fixed as of January 1 of the year for which such assessment shall be assessed. Such lien shall not attach until a claim of lien is recorded in the public records of St. Johns County, Florida and shall be subordinate and inferior to the lien of an institutional mortgage encumbering such Lot and improvements recorded in the public records of St. Johns County, Florida, prior to the time of recording such lien. The foreclosure of any such mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the assessment liens thereafter assessed hereunder with respect to such Lot and improvements. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against any Lot owned by such Owner or held to secure an obligation by such mortgagee, and the year or years for which any such unpaid assessments were assessed and fixed. The Association shall have the power to institute proceedings to collect or enforce such assessment or the lien therefor at any time after such assessment becomes delinquent as herein provided. In the event such Association shall institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the Owner or Owners of such property all costs, including reasonable attorneys' fees, incurred in and about such proceedings, together with interest as herein provided, and all such costs and interest shall be secured by such lien.

Upon full payment of all sums secured by such lien, the same shall be satisfied of record, and the affected Lot Owner or Owners shall pay the cost of such satisfaction. The assessments and charges created herein shall constitute a continuing lien upon all lots and improvements thereon, if any, in the liability for the assessments and charges by non-use of the Common Areas or abandonment of his Lot or Dwelling Unit.