

5.2. Purpose of Assessments. All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members. Such purposes include, but are not limited to: maintenance, landscaping and beautification of the roads, other Common Areas and the drainage system, lakes, embankments of such lakes, equestrian trails, and the mitigation area located in Quail Ridge Farms; construction, repair and replacement of improvements upon the roads and other Common Areas; payment of labor, equipment, materials, managerial and supervisory costs; providing security to the Development by mechanical gates and/or guards and patrols or other means; payment of taxes assessed against the roads and other Common Areas; procurement and maintenance of insurance; employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; provision of other services intended to promote the health, safety and welfare of the Members; and such other needs as may arise from time to time.

5.3. Payment of Annual and Special Assessments. The annual and special assessments provided for herein shall be assessed for and shall cover the calendar year. Payment of annual and special assessments shall be made annually to the Association or its designee on or before January 1 of each year. Such assessments shall become delinquent if not paid by February 1 of the calendar year for which assessed and shall bear interest at the highest lawful rate from such date until paid. The assessments provided for may be adjusted from year to year by the Association as the needs of the property subject thereto in the judgment of the Association may require.

5.4. Determination of Assessment Amount. Prior to December 31 of each year, the Board of Directors shall prepare a budget for the next calendar year and based upon such budget, the Board shall fix the assessment amount for each Lot. Each Lot shall be assessed one (1) share.

5.5. Special Assessments. In addition to the annual assessment authorized by this Declaration, 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 a capital improvement upon the Common Areas or any portion thereof, including the necessary fixtures and personal property related thereto. Prior to the imposition of any such special assessment, two-thirds (2/3) of each Class of Members voting at a meeting called to consider such assessment and at which a quorum is present, must vote their assent to its imposition. The assessment amount for special assessments shall be fixed for each class of property owned, as provided in Paragraph 5.4 hereof.

5.6. Declarant's Assessments. Notwithstanding any provisions of this Declaration to the contrary, improved or unimproved Lots owned by the Declarant and held for sale or lease shall not be subject to any annual, special or other assessment levied by the Association or to any liens for subdivision assessments.

## ARTICLE VI

### ARCHITECTURAL REVIEW

6.1. Introduction. The Declarant shall have the responsibility of enforcing the requirements set forth in this Article until such time as it transfers such responsibility to the Architectural Review Committee (the "Committee") which shall be responsible for enforcing the same hereunder. Reference in this Article to the Declarant shall mean the Committee after such time as such responsibility is

or Committee gives its prior written consent. The restrictions and covenants herein shall not restrict the Association or the Declarant from constructing on any Lot, security, maintenance, or other facilities for the benefit of the Development.

#### 7.2. Size and Placement of Residences and Structures.

a. No Dwelling Unit having more than two stories shall be constructed upon any Lot, and the Declarant and its successor Committee, as provided in Article VI, retain the right to withhold approval of plans and specifications for any split-level or two-story residence, where such a structure is unsuited to such Lot's terrain, where the erection of such a structure would block or materially interfere with the view, vista or solar access of another Lot, or would not be consistent with the general development of surrounding areas.

b. Minimum Dwelling Unit area will not be less than 2,000 square feet of air conditioned area.

c. The Declarant and its successor Committee shall have the authority to promulgate rules and regulations pertaining to the height and size requirements of all other types of structures, including but not limited to, outbuildings, fences and walls.

d. Except where otherwise necessary due to the existence of easements, or set-backs shown on the Plat, no building, detached outbuilding, hedge, fence, wall or any type of permanent structure (except water wells and other underground utility facilities and equipment and except walks, driveways and parking areas, the location and design of which have been approved by Declarant or its successor Committee) may be constructed or placed on any Lot within fifteen (15) feet from the front line of the Lot, as shown on the Plat.

e. Except where otherwise necessary due to the existence of easements, set-backs, or mitigation areas, created herein and as may be shown on the Plat, no above-grade structure (except fences or walls) may be constructed or placed on any Lot within: (i) ten (10) feet from each Lot sideline and (ii) twenty (20) feet from the rear line of each Lot. A corner Lot shall be deemed to have a front line on each street on which the lot abuts, and such Lot need only have one rear yard, as defined by (ii) above.

Notwithstanding the foregoing, the eaves of a Dwelling Unit may project across such building restriction lines, but by no more than three (3) feet.

f. Notwithstanding any provision to the contrary contained herein, stables and horses shall only be allowed on or within perimeter Lots.

g. All driveways must abut roadway pavement and paving must extend into the Lot for at least thirty (30) feet.

h. All Lot front yards must be sodded.

#### 7.3. Other Requirements.

a. All plumbing fixtures, dishwashers, toilets and sewage disposal systems shall be connected to a septic tank sewage system constructed by the Lot Owner and permitted and/or approved by the appropriate governmental authority and approved by the Declarant, unless and until a public sewage system is extended to serve the Development. Each owner of a septic tank must comply in all respects with all federal, state and local environmental

b. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Dwelling Unit and all related structures shown on the plans, specifications and details approved by the Declarant pursuant to Article VI must be completed in accordance with such plans, specifications and details within one (1) year after the commencement of construction upon each Lot, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or national calamities. The Association may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Development. During construction of a dwelling or other improvement, each Owner shall be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal.

c. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the appropriate governmental authority.

d. All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any Lot, without approval of the Declarant or its successor Committee.

e. Every fuel storage tank within the Development shall be buried below the surface of the ground and each such fuel storage tank shall be lawfully permitted by the appropriate government authority or authorities and each Owner thereof shall comply in all respects with federal, state, and local laws, rules, regulations and ordinances affecting the construction, operation, modification and removal of underground storage tanks. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, except for common receptacles provided by or with the approval of the Declarant or its successor Committee.

f. At such time as an Owner erects a Dwelling Unit, such Owner shall construct or cause to be constructed on his Lot a well, which shall serve as the sole source of water supply to such Lot; provided, however, that such well shall be located in accordance with the plans and specifications approved pursuant to Article VI herein and such well shall not be placed or allowed within any of the areas affected by easements given or reserved in these covenants and restrictions or designated on the Plat. Each owner of a water well shall obtain all necessary permits and approvals and comply with all federal, state and county laws, rules, regulations and ordinances. Wells shall be placed or located on a Lot in a manner consistent with setback requirements from septic tanks and lot lines established by state and local governmental authorities.

g. Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner thereof shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with the provisions of this Declaration, including but not limited to, the architectural review requirements provided in Article VI hereof. All debris must be removed and the Lot restored to a clean and orderly condition within sixty (60) days of such damage or destruction.

h. Drainage System Maintenance. The filter drawdown system must be checked annually in the month of May (or shortly after the onset of the rainy season) to insure that it is designed, maintenance is to be performed by the Association in a timely fashion to restore the system. The system must be checked

and maintained as frequently as necessary to insure that it is functioning properly. If maintenance measures prove insufficient, the Association must apply for and obtain approval from the St. Johns River Water Management District of an alternate design that will perform the same function.

#### 7.4. Prohibitions.

a. No mobile homes shall be permitted on any Lot, except the Declarant or its designee shall have the right to construct temporary structures or trailers for development and marketing purposes, as provided in Paragraph 7.1 hereof.

b. No privies or outside toilets shall be constructed or maintained on any Lot, except during construction of the Dwelling Unit upon a Lot.

c. Except for the rights of the Declarant or its designee under Paragraph 7.1 hereof, no temporary house, trailer, garage, shack, storage shed or other detached outbuilding shall be placed or erected on any Lot, provided, however, that the Declarant or Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a dwelling place.

d. No animals or livestock of any description, except for the usual household pets and no more than two horses, shall be kept on any Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Declarant or the Association any animals shall exhibit dangerous propensities or become an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animals may not thereafter be kept on a Lot. The Declarant and the Association hereby reserve the right to require that all pets be leashed or otherwise restrained at all times.

e. No sign (including but not limited to "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any Lot except after applying to and receiving written permission from the Declarant or Committee; provided, however, that the Declarant shall retain the right to erect commercial and display signs, as set forth in Paragraph 7.1 hereof.

f. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or Lot.

g. No outdoor clothes poles, clothes lines and similar equipment shall be placed so as to be visible from any street.

h. No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

i. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon, in, or under any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

j. No on-street vehicular parking shall be permitted except as may be permitted by and under regulations issued by Declarant or the Committee.

k. No trees over six inches in diameter shall be removed from any Lot without the prior written approval of the Declarant or Committee, except trees required to be removed for construction of the approved Dwelling Unit or appurtenant structures.

transferred to the Committee. The following provisions regarding architectural review shall apply to each and every Lot now or hereafter subject to this Declaration.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interests, welfare, and rights of all property Owners in the Development. Decisions of the Declarant or Committee approving or disapproving of plans and specifications and details shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

6.2. Necessity of Architectural Review and Approval. No construction, erection, placement, maintenance, reconstruction, remodeling, or alteration of, or addition to, any building, improvement, or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, well, tennis court, enclosure, septic tank, sewer, drain, disposal system, decorative building, observation deck, landscape device or object, driveway or other improvement, upon any Lot in the Development, shall be commenced without the prior written approval by the Declarant of the site, location, elevations, plans and specifications, and details, as herein provided. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

6.3. Submission of Plans and Specifications and Details. There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications and details for any building activity subject to review by the Declarant. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence or other structure or improvement proposed to be constructed, reconstructed, altered, placed, maintained or added, together with specifications and details for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping. The Committee may also require submission of samples of construction materials proposed for use on any Lot, and such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with this Declaration and the written criteria provided for herein.

6.4. Review of Plans and Specifications and Details. The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans, specifications and details within thirty (30) days, approval shall not be required and the requirements of this Paragraph 6.4 shall be deemed to have been fulfilled. One (1) set of such plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting the same and the other copy shall be retained by the Declarant for its permanent files. The Declarant shall have the right to charge a reasonable fee for receiving each request for approval of plans and specifications and details in an amount not to exceed \$50.00. Such fee, if any, shall be payable to the Association, in cash, at the time the plans and specifications and details are submitted to the Committee. The Declarant or Committee shall have the right to refuse to review any plans and specifications and details which have been submitted without payment of the fee, if any, charged thereof. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the Declarant to the Owner submitting same.

6.5. Transfer of Architectural Review Responsibilities. At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors,

pursuant to its Bylaws, shall appoint a standing committee of the Board, to be called the Architectural Review Committee. Initially, the Committee shall consist of three (3) members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The Committee shall serve for a term of one (1) year. The number of Committee members may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors. A majority of the Committee shall constitute a quorum to transact business at any meeting of the Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee. Any vacancy occurring on the Committee because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

6.6. Abatement and Removal. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of this Declaration, the Declarant shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to the Declarant on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Declarant in any way liable for any damages on account thereof. All costs incurred by the Declarant pursuant to this Paragraph shall be added to the annual assessment and shall constitute a lien upon such Lot and the improvements located thereon, if any, and the personal obligation of the Owner(s), as provided for in Paragraph 5.1 hereof.

6.7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or Committee contemplated under this Article, neither the Declarant nor the Committee shall be liable to any 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, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Declarant or the Association.

## ARTICLE VII

### RESTRICTIONS AND REQUIREMENTS

7.1. Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose. No structure erected upon any Lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Declarant or Committee. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Notwithstanding any provision to the contrary contained herein, the Declarant may construct or cause to be constructed on one or more Lots under its ownership or on the Common Areas, any commercial or display signs, which shall be used by the Declarant or its designee for the purpose of promoting the sale of Lots and homes within the Development. No Lot shall have its boundary lines changed nor shall any lot be divided, subdivided or reduced in size without the prior written approval of the Declarant or Committee; provided however, the Declarant may replat or resubdivide Lots as set forth in Paragraph 2.2 hereof. No more than one (1) Dwelling Unit shall be permitted on a Lot, and no dwelling or other structure shall remain on any building site which does not include at least one (1) full platted Lot according to the Plat, unless the Declarant