

l. No trash, ashes, leaves, clippings, garbage or other refuse shall be dumped, stored or accumulated on any Lot in the Development. No outside burning of wood, leaves, clippings, trash, garbage or household refuse shall be permitted. In the event of a violation herein, the Association retains the right to enter upon such premises for the purpose of effecting needed maintenance, as set forth in Paragraph 4.4 hereof. Notwithstanding any provision herein elsewhere provided, an Owner's expense for entry and removal of such refuse by the Association shall not exceed \$100 for each such entry by the Association pursuant to this Subparagraph (l). This provision shall not be construed as an obligation on the part of the Declarant or Committee to provide refuse removal service. Refuse of any kind shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rates for such refuse collection service made by the party or company providing the same.

m. There shall be no access to any Lot on the perimeter of the Development except from designated roads or equestrian trails within the Development.

n. Lakes and mitigation areas are located within portions of the Development and specifically within some of the Lots. The use and benefit of the lakes and mitigation areas are reserved exclusively for those Owners of Lots upon which such lake or lakes or mitigation areas are situated, and no lakes or mitigation areas in the Development shall be held out to be Common Areas or dedicated to public use.

o. No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, or over any portion of the lakes or mitigation areas.

p. No Owner shall have the right to dredge or fill or change the contour of the bank or edge of, or in any way alter any lake or mitigation area or cause the flow of water within any of same to be increased or impeded or in any manner affected. Further, no Owner shall have the right to clear, fill, improve, construct upon, alter or in any way affect the area shown on the Plat as being contained within the "Wetland Jurisdiction Line" without the express written approval of St. Johns County and any other governmental authority having jurisdiction therein.

q. No boats, rafts, or floating objects of any kind shall be brought or operated on any of the lakes, and no swimming ever shall be allowed therein.

r. No Lot Owner or resident shall have any right to pump or otherwise remove any water from any lake or mitigation area for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air-conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes, or other refuse in any of same.

s. No wheeled vehicles and boats of any kind, including the maintenance and repair thereof, may be kept or parked on any Lot unless the same are completely inside a garage or carport attached to the Dwelling Unit, except that private automobiles and trucks of the occupants bearing no commercial signs may be parked in the driveway or parking area on the Lot, and except that private automobiles and trucks of guests of the occupants may be parked in such driveway or parking area, and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery services and solely for the purpose of such services.

t. Antennas, Aerials, antennae, and/or satellite dishes shall be affixed to the exterior of any structure within the Development only with the express written prior consent of the Declarant or the Committee.

u. Electrical and Telephone Service. All telephone, electric and other utility lines and connections shall be located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

7.5. Easements.

a. The Declarant hereby creates and reserves unto itself, its successors and assigns, including the Association, a perpetual, alienable and releasable easement, privilege and right (i) on, over and under the Lots and Common Areas to erect, maintain and use lighting, electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities including cable television (ii) on, in, over and under all easements and Common Areas shown on the Plat (whether such easements and Common Areas are shown on the Plat to be for drainage, utilities, or other purposes) (iii) on, in, across, and under a 15-foot wide strip at the front and at the rear of each Lot, and (iv) on, in, across, and under a 10-foot wide strip along the side lot lines of each Lot. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The Owner of the Lot subject to the privileges, rights and easements referred to in this paragraph, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on the Plat are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns.

b. The Declarant hereby grants and conveys unto the Association the streets and roads shown on the Plat and does hereby create and reserve unto itself, its successors and assigns and each Lot Owner is hereby granted, a perpetual, alienable, nonexclusive easement for purposes of ingress and egress on, over, and across such streets and roads.

c. All Lots and Common Areas shall be subject to easements in favor of the Association for purposes of ingress and egress on, over and across them for maintenance of the lakes, embankments of such lakes, surface water drainage system, and mitigation areas, which maintenance shall be the sole obligation of the Association.

d. On each Lot the easement areas reserved by the Declarant shall be maintained continuously by the Lot Owner, except under such conditions whereby a public or private authority is responsible for or has in fact undertaken such maintenance obligations, and in no event shall any structures, plantings or other material be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation, maintenance or use of the roads or utilities, or which may change the direction of drainage channels or obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with established slope ratios or create erosion or sliding problems in the easements. Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Development and surrounding properties. The easements contained in this Paragraph 7.5 shall include the right to trim, cut and remove any trees, brush, bushes or shrubbery, to remove any debris, to install, operate and maintain utilities and to maintain easement areas, or to take any other reasonable action necessary to install, operate and maintain utilities and to maintain

reasonable standards of health and appearance, but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement areas designated on the Plat or in this Declaration. Improvements within such easement areas shall also be maintained by the respective Lot Owner except those for which a public authority or utility is responsible or has in fact undertaken to maintain.

e. The Declarant hereby creates and reserves unto itself, its successors and assigns, a conservation easement as provided for in Section 704.06, Florida Statutes (1985) on, over and across those portions of Lots 7, 8 and 9 as shown on the map attached hereto as Exhibit B (the "mitigation areas"). Construction, clearing, filling and dredging within the mitigation areas is prohibited.

f. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots within the Development owned by Declarant. The easements granted by Declarant shall not materially or adversely affect any improvements erected on any Lots.

7.6 Variance. The Declarant reserves unto itself, its successors and assigns, the sole right to grant variances as to any of these covenants and restrictions relating to construction of improvements, including the locations thereof, provided the Declarant, in its sole judgment, determines from the plans and specifications and details submitted in accordance with Paragraph 6.3 that the proposed variance is off-set by improvement or higher standards or criteria in other respects or otherwise is compatible with the overall plan of improvements in Quail Ridge Farms even though the item or matter sought to be varied is not strictly in compliance with these covenants and restrictions. The Declarant shall never have any obligation or duty to grant any variance pursuant to this Paragraph 7.6 but may do so or not in its sole discretion and no variance granted by the Declarant pursuant to this Paragraph 7.6 shall ever be construed to waive or diminish any right or control of the Declarant in any respect except for the particular matter varied and then only as to the particular Lot involved and not any other, and the granting of a variance to a particular covenant or restriction shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same violation, or as to any other violation occurring prior or subsequent thereto.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Enforcement. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or any person or persons owning any Lot within the Development (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Paragraph 8.1 shall be construed as cumulative of all other remedies now or hereafter provided by law or in this Declaration. The failure of the Declarant, its successors, assigns or designees, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

8.2. Term. This Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2017, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Members holding more than two-thirds (2/3) of the voting rights of each Class of Members of the Association has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time after January 1, 2000, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the vote of two-thirds (2/3) of each Class of Members of the Association; provided, however, that no such amendment shall annul any material rights of the Owners provided herein. Notwithstanding any provision herein elsewhere provided, the Declarant, for so long as the number of Class B votes in the Association equals or exceeds the number of Class A votes in the Association, and thereafter, the Board of Directors of the Association, may amend this Declaration or clarify the provisions herein, as shall be necessary, in its opinion, and without the consent of any party, to qualify the Association or the properties or any portion thereof, for tax-exempt status or to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages. In addition to the amendments provided for in this Paragraph, the Declarant shall have the right to amend this Declaration as set forth in Paragraph 8.8 hereof. The effective date of all amendments, including amendments by the Declarant pursuant to Paragraph 8.8 hereof, shall be the date of its recordation in the public records of St. Johns County, Florida.

8.3. Mutuality of Benefit and Obligation. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Development and are intended to create mutual, equitable servitudes upon each Lot in favor of each and all of the other Lots therein; to create reciprocal rights among the respective Owners; and to create a privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns. Every person who is an Owner does by reason of taking title to property within the Development agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens. Declarant, so long as it shall own a Lot or any Common Area in its own name, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, shall have the right to enforce this Declaration.

8.4. Motor Vehicle Speed Limits.

a. Speed limits for vehicles operated on streets within the Development shall be as promulgated from time to time by the Association, its successors and assigns. Appropriate postings of these speed limits are to be made. The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual assessment made by the Association pursuant to Article V of this Declaration.

b. No motorized vehicle, including motorcycles, motorbikes, etc., except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

Right to Transfer and Assign. The Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such

person, firm, corporation, trust, or other entity as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by the Declarant by any part or Paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, corporation, trust, or other entity entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Declarant under this Declaration or the Plat, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots shown on such Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in such committee except in the event aforesaid. None of the provisions of this Paragraph 8.6 shall apply to or affect the provisions of Article V hereof.

8.6. Consent or Approval. Except as may be provided elsewhere in this Declaration to the contrary, wherever in this Declaration 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. In the event the Declarant fails to act on any such written request within 60 days after the same has been submitted to the Declarant 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 which violates any of the covenants or restrictions herein contained.

8.7. Declarant's Right to Amend or Add Restrictions. The Declarant reserves unto itself, its successors and assigns, the sole right: (i) to amend these covenants and restrictions other than those contained in Article V, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (ii) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (iii) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to such land or portion thereof which do not lower the standards of the covenants and restrictions herein contained; provided, however, that no such amendment shall annul any material rights of the Owners provided herein; and (iv) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; provided, however, that releasing any Lot or portion thereof from any part of these covenants and restrictions which have been violated shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same violation, or as to any other violation occurring prior or subsequent thereto.

8.8. Severability. Every part of this Declaration is hereby declared to be independent of, and severable from, the rest of this Declaration and of and from each and every other one of the covenants and restrictions and of and from every combination of covenants and restrictions. Therefore, if any of the covenants and restrictions shall be held to be invalid or to be unenforceable, such holding shall be without effect upon the validity or enforceability of any other one of the covenants and restrictions.

8.9. Captions. The captions preceding the various Articles, Paragraphs and Subparagraphs of this Declaration are for convenience or reference only, and none of them shall be construed to limit or modify the provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine

form shall be taken to mean or apply to the feminine or to the neuter.

8.10. 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, postage paid, to the last known address of the person who appears as a Member or Owner on either the records of the Association or the public records of St. Johns County, Florida, at the time of such mailing.

8.11. Effective Date. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, STOCKTON LAND CORPORATION has caused this Declaration to be executed in its corporate name by its proper officers, this 28th day of July, 1987.

STOCKTON LAND CORPORATION,
a Florida corporation

By Mary A. Taylor
Its President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing Declaration of Covenants and Restrictions for Quail Ridge Farms was acknowledged before me this 28th day of July, 1987, by Mary A. Taylor, President of STOCKTON LAND CORPORATION, a Florida corporation, on behalf of the Corporation.

C. F. Connolly
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Oct. 22, 1987.
Bonded This Term Two Thousand Dollars