

# **COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

## **OAK BLUFF ESTATES**

**September 28, 2006**

**THIS DOCUMENT PREPARED BY  
AND RETURN TO:**

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**INDEX OF DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
OAK BLUFF ESTATES**

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**ARTICLE I MUTUALITY OF BENEFIT AND OBLIGATION**

- Section 1.1 Mutuality
- Section 1.2 Benefits and Burdens

**ARTICLE II DEFINITIONS**

- Section 2.1 Association
- Section 2.2 Board
- Section 2.3 Common Area
- Section 2.4 Developer
- Section 2.5 Limited Common Area
- Section 2.6 Lot
- Section 2.7 Owner
- Section 2.8 Property or Subdivision
- Section 2.9 Zoning RR (Rural Residential Development)
- Section 2.10 Surface Water or Stormwater Management System
- Section 2.11 St. Johns River Water Management District (SJRWMD)

**ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS**

- Section 3.1 No Implied Extension of Covenants
- Section 3.2 Additional Lands
- Section 3.3 Withdrawal of Lands

**ARTICLE IV THE ASSOCIATION**

- Section 4.1 Membership
- Section 4.2 Classes and Voting

**ARTICLE V COMMON AREA RIGHTS**

- Section 5.1 Conveyance of Common Area
- Section 5.2 Owners' Easement of Enjoyment
- Section 5.3 Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area
- Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits
- Section 5.5 Easement for Maintenance Access and Drainage
- Section 5.6 Swale Maintenance
- Section 5.7 Undisturbed Vegetative Buffer Maintenance

**ARTICLE VI ARCHITECTURAL CONTROL**

- Section 6.1 Architectural Review and Approval
- Section 6.2 Architectural Review Board
- Section 6.3 Powers and Duties of the ARB
- Section 6.4 Compensation of ARB
- Section 6.5 Review of Initial Construction by Declarant
- Section 6.6 Variance
- Section 6.7 Limited Liability

**ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENTS**

- Section 7.1 Creation of the Lien and Personal Obligation of Assessments
- Section 7.2 Purpose of Assessments
- Section 7.3 Calculation and Collection of Assessments
- Section 7.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Declarant
- Section 7.5 Subordination of Lien to Mortgages
- Section 7.6 Declarant's Assessments

**ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT**

- Section 8.1 Exterior Maintenance
- Section 8.2 Assessment of Costs
- Section 8.3 Access

**ARTICLE IX UTILITY PROVISIONS**

- Section 9.1 Garbage Collection and Containers
- Section 9.2 Utility Service
- Section 9.3 Well and Septic Tanks

**ARTICLE X USE RESTRICTIONS AND RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

- Section 10.1 Residential Use
- Section 10.2 Living Area
- Section 10.3 No Detached Buildings, Structures or Objects
- Section 10.4 Setbacks
- Section 10.5 Construction Materials
- Section 10.6 Landscaping
- Section 10.7 Pools
- Section 10.8 Motor Vehicles, Boats and Trailers
- Section 10.9 Nuisances
- Section 10.10 Antenna
- Section 10.11 Lakes
- Section 10.12 Insurance and Casualty Damages
- Section 10.13 Trees

- Section 10.14 Artificial Vegetation
- Section 10.15 Signs
- Section 10.16 Lighting
- Section 10.17 Animals
- Section 10.18 Maintenance of Lots and Limited Common Areas
- Section 10.19 Fences
- Section 10.20 Maintenance of Driveways
- Section 10.21 Air Conditioning Compressors/Window Units
- Section 10.22 Interior Window Coverings
- Section 10.23 Garages
- Section 10.24 Compliance with Laws
- Section 10.25 Platting and Additional Restrictions
- Section 10.26 Jurisdictional Areas and Permits
- Section 10.27 Temporary Structures

**ARTICLE XI RIGHTS AND EASEMENTS RESERVED BY DEVELOPER**

- Section 11.1 Easement for Ingress, Egress, Utilities and Drainage
- Section 11.2 Drainage Flow
- Section 11.3 Future Easements
- Section 11.4 Cable Television, Radio or Internet
- Section 11.5 Easements for Maintenance Purposes
- Section 11.6 Developer Rights Re: Temporary Structures, Etc.

**ARTICLE XII MORTGAGEE PROTECTION**

- Section 12.1 Rights of Mortgagees

**ARTICLE XIII GENERAL PROVISIONS**

- Section 13.1 Remedies for Violations
- Section 13.2 Severability
- Section 13.3 Additional Restrictions
- Section 13.4 Titles
- Section 13.5 Termination or Amendment
- Section 13.6 Assignment of Permit Responsibilities and Indemnification
- Section 13.7 Conflict or Ambiguity in Documents
- Section 13.8 Usage
- Section 13.9 Effective Date
- Section 13.10 Disclaimers as to Water Bodies

Exhibit A –Property

Exhibit B –Articles of Incorporation

Exhibit C –Bylaws

Exhibit D –Consent and Joinder – First Mortgage

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS**

**THIS DECLARATION** is made this 28<sup>th</sup> day of September, 2006, by **Lyon's Pride Homes, Inc.** (the "Declarant"), which declares that the real property described on Exhibit "A" attached hereto and made a part hereof (the "Property"), which is owned by the Declarant, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Declarant and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I  
MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality.** The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens.** Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II  
DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association.** Oak Bluff Estates Homeowners Association, Inc., a Florida corporation not-for-profit. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference. Copies of the Articles and Bylaws are attached as Exhibits "B" and "C", respectively.

Section 2.2 **Board.** The Board of Directors of the Association.

Section 2.3 **Common Area.** All real property (including tracts, easements, licenses and rights to use real property) and personal property located within or adjacent to the Property, if any, which is owned by the Developer, the Declarant or by the Association, and which the Declarant has designated for the common use of the Owners by reference thereto in this Section 2.3, or by recording a Supplementary Declaration, pursuant to the terms of Section 5.3 hereof. The Common Area initially designated by the Declarant shall consist of the real property (and interests therein) more particularly described as (signage structures, development walls, lighting and landscaping), and the Stormwater Management System.

Section 2.4 **Developer.** Yellow Bluff Group, LLC and their successors and such of their assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Yellow Bluff Group, L.L.C. as the Developer of the Property is not intended and shall not be construed, to impose upon Yellow Bluff Group, L.L.C. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or

Section 2.5 **Limited Common Area.** The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.9 **Zoning RR.** (Rural Residential Development). The project is zoned RR within Duval County, Florida, as the same may be amended from time to time.

Section 2.10 **Surface Water or Stormwater Management System.** A system which is designed and constructed or implemented within the Property 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. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

Section 2.11 **St. Johns River Water Management District, SJRWMD.** A state government agency having jurisdiction over water and wetland resources in northeast Florida, which is also referred to as "the district" or abbreviated as "SRJWMD." Oak Bluff Estates permit number is 40-031-84640-2 (the "Surface Water Permit").

### **ARTICLE III** **PROPERTY SUBJECT TO THIS DECLARATION:** **ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit "A" and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Declarant to subject any other property now or hereafter owned by the Declarant to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Declarant may, but shall not be obligated to, subject additional land to this Declaration (or to the assessment provisions of this Declaration) from time to time provided only that (a) any additional land subjected to this Declaration (or its assessment provisions) shall be contiguous to the Property then subject to this Declaration (for purposes of this Section 3.2, property separated only by public or private roads, water bodies, or open space shall be

deemed contiguous), and (b) the Owners of property within additional lands made subject to this Declaration (or its assessment provisions) shall be and become subject to this Declaration (or its assessment provisions), and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article VII of the Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Declarant with respect to the lands to be added. Declarant reserves the right to supplement this Declaration to add land to the scheme of this Declaration (or its assessment provisions) pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands**. With the consent and joinder of Owners holding a majority of the votes in the Association, the Declarant may, but shall have no obligation to, withdraw at any time, or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Declarant request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of Duval County, Florida, a Supplementary Declaration executed by the Declarant with respect to the lands to be withdrawn.

Any withdrawal of lands on which is located a portion of the surface water management system authorized by a permit of the St. Johns River Water Management District will be considered an amendment to this Declaration which alters a provision relating to the surface water or stormwater management system beyond maintenance in its original condition and must have the prior written approval of the District.

#### **ARTICLE IV** **THE ASSOCIATION**

Section 4.1 **Membership**. Each Owner, including the Declarant (at all times so long as it owns any part of the Property), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

Section 4.2 **Classes and Voting**. The Association shall have two classes of membership:

(a) **Class A Members**. The Class A Members shall be all Owners, with the exception of the Declarant, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association. However, the vote for any such Lot shall be exercised as the Owners thereof shall determine, but in no event shall more than one vote be cast with respect to any Lot.

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

- I. When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;
- II. On December 31, 2009;
- III. Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant; or

IV. Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

**ARTICLE V**  
**COMMON AREA RIGHTS**

Section 5.1 **Conveyance of Common Area.** Declarant shall cause Developer to convey or assign all of the Common Area owned by Developer to the Association, subject to covenants, easements, restrictions and other matters of record, before the date which is three hundred and sixty-five (365) days following the conveyance of the last Lot owned by the Developer to any third party. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 5.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- A. The right of the owner of the Common Area, with the consent of the Declarant (if different from such owner) and Owners holding not less than sixty-seven percent (67%) of the total votes of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility; or to mortgage the Common Area;
- B. All provisions of this Declaration, any plat of all or any parts of the Property, and any governmental restrictions affecting the Property;
- C. Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- D. The rights of the Developer under Section 5.3 to add to or withdraw land from the Common Area;
- E. Easements, restrictions, agreements and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's Lot into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's Lot or other privately owned portions of the Subdivision.

Section 5.3 **Right of the Declarant to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Declarant shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Declarant as Common Area, provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this Section 5.3, property separated only by public or private roads, water bodies, golf courses, or open space shall be deemed contiguous). For so long as the Declarant shall own any Lot, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect any Lot, or materially and adversely affect access, visibility, or drainage to or from any Lot, the Declarant shall not have the right to withdraw such Common Area without the consent and joinder of the Owner of the Lot which is so affected. The Declarant is prohibited from withdrawing any parts of the common area that include portions of the surface water or stormwater management system without the prior written approval of the St. Johns River Water Management



District. Addition of land to and withdrawal of land from the Common Area shall be evidenced by recording a Supplementary Declaration in the public records of Duval County, Florida, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Area by the Declarant shall terminate any and all easements and rights of use of the Owners in such land. No land owned by the Declarant shall be deemed to be Common Area unless such land is expressly referenced as such under Section 2.3 hereof, or subsequently designated as such by the Declarant pursuant to Section 2.3 hereof and this Section 5.3, even if the Declarant consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Area pursuant to this Section 5.3, upon the Declarant's written request, the Association shall promptly execute and deliver to the Declarant any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to effectuate the withdrawal of such Common Area.

**Section 5.4 Maintenance of Common Area and Compliance with Applicable Permits.** The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Area and any improvements and landscaping (except utilities owned and maintained by public or private utility companies providing water, sewer, electrical, fire protection, cable television, telephone, or similar utilities to the Property, or any portion thereof) situated on the Common Area, if any. The Association shall maintain all lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the United States Army Corps of Engineers ("ACOE"), Florida Department of Environmental Protection ("FDEP"), St. Johns River Water Management District ("SJRWMD"), and Duval County, Florida and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the "SJRWMD", the "FDEP", and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction. 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 shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance of other surface water, or stormwater management capabilities as permitted by the "SJRWMD". 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 "SJRWMD". All maintenance obligations of the Association shall be performed as ordered by the Board of Directors of the Association, and all or any portion of the cost of such maintenance incurred by the Association pursuant to this Section 5.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

**Section 5.5 Easement for Maintenance, Access and Drainage.** The Declarant hereby grants to the Association and its successors, assigns, agents, and contractors, a perpetual easement in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of operating and maintaining the Common Area, including the Surface Water or Storm Water Management System, or other portions of Property to be operated or maintained by the Association, in accordance with the requirements of this Declaration. Pursuant to this easement, the Association shall have the right to enter upon any portion of any Lot, the boundaries of which include any part of the Surface Water or Stormwater Management System, at all reasonable times and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the "SJRWMD". Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the "SJRWMD".

Section 5.6 **Swale Maintenance.** The Developer has constructed a Drainage Swale upon certain Lots as depicted on the Grading and Drainage Plan dated April 4, 2004, and prepared by Greenhome and O'Mara, Inc., and shown on the plat dated 3/2/2005 for Oak Bluff Estates, prepared by Charles Bassett and Associates, Inc., for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot owner, including builders, and the Association shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences (which obstruct surface water flow) or otherwise obstructing of the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

## **ARTICLE VI** **ARCHITECTURAL CONTROL**

Section 6.1 **Architectural Review and Approval.** Except for the initial construction of residential dwellings and related structures, landscaping, and other improvements ("Initial Construction"), no structure of any kind, including without limitation, any building, fence, wall, pool, screen enclosure, sewer, drain, landscape device, septic tank, well or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Declarant or the Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 6.2 **Architectural Review Board.** The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of three (3) or five (5) members who need not be members of the Association. The Board of Directors of the Association shall have the right to appoint all of the members of the ARB. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

Section 6.3 **Powers and Duties of the ARB.** The ARB shall have the following powers and duties:

(a) To recommend amendments to the architectural criteria to the Board at such time as the Board shall have the right to adopt or amend architectural criteria for the Property. For so long as the Declarant shall be entitled to elect or appoint a majority of the members of the Board, only the Declarant shall have the right to promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Association. At such time as members of the Association shall elect a majority of the members of the Board, such architectural criteria shall be promulgated, amended,

eliminated, or replaced by the Board. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval of the ARB pursuant to this Article VI. The ARB may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the ARB to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VI, any improvements or structures of any kind (other than Initial Construction), or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the ARB may, but need not be evidenced by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive.

(d) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash or bank certified funds, at the time that plans and specifications are submitted to the ARB.

Section 6.4 **Compensation of ARB.** The Board may, at its option, pay reasonable compensation to any or all members of the ARB.

Section 6.5 **Review of Initial Construction by Declarant.** No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved by, the Declarant in writing. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation, and as to consistency with this Declaration and architectural criteria made applicable to Initial Construction by the Developer from time to time. The Declarant may choose to review multiple house designs and approve some or all of the plans for construction on any lot within the subdivision, meeting the requirements of Article X of these covenants and restrictions, in lieu of individual submittals. The ARB review fee for construction of homes built by a contractor who did not initially purchase lots from the Developer is \$300 and must be submitted when the ARB package is submitted.

Section 6.6 **Variance.** The Declarant and the ARB may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Declarant or ARB, as applicable. If such a variance was granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an

Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 6.7 **Limited Liability.** In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant, the ARB, or the Association as contemplated by this Article VI, neither the Declarant, the ARB, nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Declarant, the ARB, or the Association.

## **ARTICLE VII** **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 7.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments, and any special assessments established and collected as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot against which each such assessment is made, and shall also be the personal obligation of each Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 7.2 **Purpose of Assessments.**

7.2.1 The annual assessments levied by the Association shall be used for the purposes of management and accounting fees, taxes, insurance, and utility charges relating to the Common Area, to fund the obligations of the Association set forth in Section 5.4 hereof, and for all other purposes reasonably contemplated by this Declaration, the Articles, the Bylaws, or any cost sharing or similar agreement to which the Association is or may become a party. Further, such annual assessments may be levied to fund reasonable reserves for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System. The maintenance responsibilities of the Association payable through assessment of the Owners shall specifically include, but not be limited to, the perpetual maintenance of all retention ponds, drainage swales, and all other drainage and stormwater management improvements lying within the Property, and all other such improvements, constituting a part of the Surface Water or Stormwater Management System permitted by the St. Johns River Water Management District under Permit No. 40-031-84640-2 (the "Surface Water Permit") including operation, sampling, testing and maintenance of monitoring wells as required by the Surface Water Permit. Assessments collected by the Association to fund reserves shall be separately accounted for, it being the requirement of this Declaration that such funds shall be used exclusively for deferred maintenance of, or non-recurring expenses related to, the Common Area including the Surface Water or Stormwater Management System.

7.2.2 The Board of Directors may levy special assessments for any purpose relating to permissible or required activities of the Association pursuant to this Declaration, the Articles, or the Bylaws. Any funds collected pursuant to such a special assessment shall be used solely for the purpose or purposes identified by the Board of Directors at the time such special assessment is levied.

Section 7.3 **Calculation and Collection of Assessments.** The annual assessments shall be established by the Board of Directors based upon an annual budget. Owners of Lots shall pay a pro rata share of annual and special

assessments which shall be allocated among the Owners in an equal amount per Lot. The assessment obligations of each Owner other than the Declarant shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis established by the Board of Directors from time to time, which periodic basis shall not be less frequent than annually. Special assessments shall be collectable in advance in the manner established by the Board of Directors at the time such special assessments are authorized.

**Section 7.4 Effect of Non-Payment of Assessment: Lien, Personal Obligation, and Remedies of Declarant.**

The lien of the Association shall be effective from and after recording in the public records of Duval County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as herein provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Owner shall pay the cost of such satisfaction. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the Owner. In the event the Association shall fail to bring such an action for collection of a delinquent assessment within thirty (30) days following receipt of written notice from any Owner demanding that such proceedings be commenced, such Owner shall be authorized to institute such proceedings. There shall be added to the amount of such delinquent assessment the costs of collection incurred by the Association, or such Owner, which shall specifically include without limitation reasonable attorneys' fees for trial and appeal.

**Section 7.5 Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the affected Lot by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. No sale or other transfer shall release any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that the lien is subordinate to a mortgage, shall be dispositive of any question of subordination.

**Section 7.6 Declarant's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots and other portions of the Property owned by the Declarant shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, the Declarant shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, deferred maintenance, replacements and reserves) remaining after the levying of and payment of assessments due from Owners other than the Declarant pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Declarant shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot in the Property to an Owner other than the Declarant and shall continue until (i) the Declarant shall notify the Association that it will no longer pay for operating deficits of the Association; or (ii) the Class B Membership shall cease and be converted to Class A Membership. Upon termination of the Declarant's agreement to pay operating deficits, the Declarant shall become obligated to pay assessments on Lots owned by it within the Property on the same basis as other Owners. In no event shall the Declarant be obligated to pay for operating deficits of the Association after the Declarant no longer owns any Lots within the Property.

## **ARTICLE VIII**

### **EXTERIOR MAINTENANCE ASSESSMENT**

Section 8.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected Owner shall have fifteen (15) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefiting from same. Exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VII of this Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Sections 7.3, 7.4, and shall be subordinate to mortgage liens to the extent provided by Section 7.5.

Section 8.3 **Access.** For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot at reasonable hours on any day except Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as under the circumstances is practically affordable.

## **ARTICLE IX**

### **UTILITY PROVISIONS**

Section 9.1 **Garbage Collection and Containers.** Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association, which approval shall not be unreasonably withheld. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same. All garbage and trash containers must be placed and maintained in accordance with the rules and regulations of the Board of Directors. No garbage or trash shall be placed elsewhere and no portion of the Property shall be used for dumping refuse.

Section 9.2 **Utility Service.** It shall be the responsibility of the Owner or occupant of each Lot to make direct arrangements, as applicable, including the obtaining of permits, with the suppliers of electricity, telephone, and any other utility services as applicable for service to such Lot.

Section 9.3 **Well and Septic Tanks.** Water and sewer service shall be through well and septic tanks constructed on each Lot. Except for the Initial Construction by the Declarant, it shall be the Owner's responsibility to make direct arrangements, as applicable, for the obtaining of permits in connection with the construction of such wells and septic tanks.

**ARTICLE X**  
**USE RESTRICTIONS AND RIGHTS AND**  
**EASEMENTS RESERVED BY DEVELOPER**

Section 10.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot may be used for roadway(s). No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Declarant. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 10.1 shall be reallocated by the Declarant, in its sole discretion, at the time written consent for such subdivision is given by the Declarant.

Section 10.2 **Living Area.** Each detached single-family residence constructed upon a Lot shall contain a minimum of 2,100 square feet for all lots; in the case of a two-story residence, there shall be a minimum of 1,400 square feet located on the first floor. Specifically excluded from "enclosed living area", without limitation, are garages, open or screened porches, terraces, and other covered areas that are not air-conditioned.

Section 10.3 **No Detached Buildings, Structures, or Objects.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Declarant or the ARB.

Section 10.4 **Setbacks.**

10.4.1 **Front.** No dwelling shall be erected within twenty (25) feet of any front Lot line.

10.4.2 **Side.** No dwelling shall be erected within ten (10) feet of any side Lot line. Provided that the combined side yards shall not be less than twenty-five (25) feet.

10.4.3 **Rear.** No dwelling shall be erected within ten (10) feet of any rear Lot line.

10.4.4 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by Section 11.1 of this Declaration.

10.4.5 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

10.4.6 **Maximum Lot Coverage.** The maximum lot coverage of any structure on a lot shall be Forty percent (40%) of the total lot area.

10.4.7 **Maximum Building Height.** No Structure shall exceed thirty-five (35) feet in height.

Section 10.5 **Construction Materials.** All houses shall be constructed of either brick, stucco or masonry lap on all elevations. Exterior colors shall be conservative with complementing trim. Duplicate front elevations shall not be permitted within two (2) houses to either side or across the street. Variations in architectural elements should be utilized to promote uniqueness to each structure. The roof shall be built with a minimum 6/12 pitch. Roofing materials musty consist of

architectural grade shingles having a minimum life expectancy of twenty-five (25) years. All houses shall have at least one room and a covered front entry at a nine (9) foot plate height.

Section 10.6 **Landscaping.** All lots shall be sodded to the rear of the building pad area. All areas of lots not otherwise covered or landscaped must be sodded to the paved roadway with St. Augustine Grass. Each Lot must be landscaped with a minimum of forty (40) three (3) gallon shrubs (additional trees may be required by the Duval County Tree Ordinance). Lots shall be irrigated by an underground irrigation system covering all grassed and landscaped areas. Natural vegetation areas will not be required to be irrigated.

10.6.1 Maximum utilization of existing trees and shrubs and natural landscaping techniques shall be encouraged. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be grassed to the paved roadway and/or to the rear of the building pad.

10.6.2 Subsequent to approval by the Declarant of landscaping plans submitted pursuant to Section 10.6.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.6.1 above, within thirty (30) days following the issuance of a Certificate of Occupancy or similar final approval for the residence constructed on the Lot by the Building Department of City of Jacksonville, Duval County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected as provided in Article VII hereof.

Section 10.7 **Pools.** All pools shall be in-ground and composed of materials thoroughly tested and accepted by the industry for such construction. The outside edges of the pool shall be a minimum distance of 4' from all sidewalls of the residence and meet all pool setback requirements imposed by Duval County, Florida. All screened enclosures must be approved by the ARB prior to installation.

Section 10.8 **Motor Vehicles, Boats and Trailers.** No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles or trucks, shall be placed, parked or stored upon any Lot unless completely screened from view by a six (6) foot privacy fence, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. No trailers of any kind shall be stored in the driveway or front yard of any lot. Boat trailers may be stored in side yards if they are completely screened from view on all sides. Temporary construction trailers may be parked only with the prior written consent of the Declarant and in an area designated by the Declarant.

Section 10.9 **Nuisances.** Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.10 **Antenna.** The installation of all aerials and antennae shall be prohibited except satellite dishes (max. 24" in diameter) that meet State guidelines and exist in accordance with all applicable rules and regulations of the Federal Communications Commission or other governmental authorities having jurisdiction. The installation of such satellite dishes



shall be subject to the approval of the ARB in accordance with architectural criteria imposed by the Declarant or the Association from time to time.

Section 10.11 **Lakes.**

- (a) The Association shall have the obligation to control the growth and eradication of plants and fungi in any lake located within the subdivision;
- (b) Subject to the consent of the District, the Association has the right to control the water level of the lakes;
- (c) The placement of refuse is prohibited in the lakes;
- (d) The Association shall have the obligation to maintain the embankment or shoreline vegetation of the lakes to the extent that such maintenance is required to comply with the District's permit, otherwise such maintenance shall be performed by the owner of the lot that includes or is adjacent to such embankment;
- (e) No bulkheads or other structures shall be constructed on such embankments unless and until the same shall have been approved by the Declarant or the Association and if required, authorized by government agencies having jurisdiction;
- (f) The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within, adjacent to or nearby the Subdivision;
- (g) The Association shall have the right to deny the use of any lake to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake;
- (h) The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association;
- (i) No gas powered boats or personal watercraft shall be operated in the lake, with the exception of lake maintenance personnel hired by the Association.
- (j) The title to any lot including or located adjacent to any portion of any lake shall not include any riparian rights associated with such title.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 13.10 HEREOF.

Section 10.12 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a

reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Nothing shall be done or kept in any Residence, Lot, or in the Common Property which will increase the rate of insurance for the Property or any other Lot, or the contents thereof, without the written consent of the Association. No Owner shall permit anything to be done or kept in his Residence, on his Lot, or in the Common Property which will result in the cancellation of insurance on the Property or any other Lot, or the contents thereof, or which would be in violation of any law.

Section 10.13 **Trees.** Any removal of trees shall comply with the rules and regulations of Duval County and be approved by the ARB, as required in Article VI. Per Duval County tree mitigation, no tree can be removed from the Lot for one (1) year after closing.

Section 10.14 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ARB.

Section 10.15 **Signs.** No sign of any kind shall be displayed to the public view on any Lot, in any house constructed upon a Lot, except as may be approved as to size and design and in accordance with criteria established by the Association.

Section 10.16 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision as determined by the Board's sole discretion.

Section 10.17 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the sole discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 10.18 **Maintenance of Lots and Limited Common Areas.** No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere within the Property. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.19 **Fences.** Fences shall be four (4) to six (6) feet in height and shall not be built beyond the imaginary line extending from ten (10) feet behind the front of the House to the side Lot lines. Fences shall be vinyl, wrought iron style of aluminum or wrought iron construction or shadow box style of wood construction. No chain link or wire fence shall be allowed on any Lot. For corner Lots, no fence shall extend into the street side, side yard beyond the rear corner of the House. Fences on the rear of lakefront lots shall be of aluminum or wrought iron construction and shall not exceed four (4) feet in height, or the height required by the Duval County Building Department for swimming pool construction. The rear lot line of each lot, with the exception of the lake front lots, shall be six (6) feet high of wood shadow box construction, to give a uniform perimeter boundary fence.

Section 10.20 **Maintenance of Driveways.** Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.21 **Window Air Conditioning Units/Air Conditioning Compressors.** No window air conditioning units shall be installed on any building within the Subdivision. All ground mounted air conditioning compressors shall be located so as not to be visible from the street, or effectively screened with landscaping material of equal or greater height. If landscaping is used, shrubs do not count toward other landscaping requirements contained herein.

Section 10.22 **Interior Window Coverings.** No newspaper, aluminum foil, or other reflective materials shall be installed or maintained on any window of a House. Temporary covering shall be allowed for initial move-in time only - not to exceed 30 days.

Section 10.23 **Garages.** Garages shall be constructed as part of the same building or be detached in rear of the lot and shall accommodate at least two cars. All detached garages are subject to ARB approval. No garage at any time shall be used as a Residence or converted to become part of the Residence, except if another garage is constructed in compliance with the provisions hereof.

Section 10.24 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with all environmental, land use, marketing and consumer protection ordinances, statutes, regulations, and permits applicable to the Property or to any improvements constructed thereon.

Section 10.25 **Platting and Additional Restrictions.** The Declarant shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property owned by it, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any undeveloped portion or portions of the Property owned by the Declarant.

Section 10.26 **Jurisdictional Areas and Permits.**

10.26.1 The plat of the Property may depict certain wetlands jurisdictional areas, environmental buffer zones or conservation easements established by or granted to the "SJRWMD", the "ACOE", or the "FDEP". Neither the Association nor any Owner shall build upon, fill, or otherwise alter any portion of the Property lying within such jurisdictional areas, environmental buffer zones or conservation easements without obtaining a permit from the applicable agency. Any Owner violating this provision shall indemnify, defend and hold harmless the Declarant, the Association and their respective employees, agents, independent contractors, successors and assigns from and against all claims, investigations, enforcement proceedings, fines, penalties, costs or damages arising out of such violation, including all reasonable attorneys fees and expenses incurred by such parties in connection therewith.

10.26.2 In addition to the foregoing, in the event that any other conservation easements are granted or created with respect to any portion of the Property, the Owners of any land subject to such conservation easements shall strictly abide by all restrictions contained therein.

10.26.3 The Property is or may be subject to the rights of the State of Florida and the United States over any portion of the Property, which may be considered wetlands, marshes, sovereignty or jurisdictional lands. The Developer has obtained certain permits to allow the development of the Property and the "SJRWMD" has issued permits for the development of the Property under the following permit numbers: St. Johns River Water Management District No. 40-031-84640-2 (the "Permit"). The construction periods for works authorized by the Permits are finite, however, certain limitations and prohibitions set forth in the Permits do not expire. Every Owner, upon acquisition of title to a Lot, shall be deemed to accept the transfer of the portion of each Permit which relates to the Owner's Lot including the assumption of all rights and obligations associated therewith.

Section 10.27 **Temporary Structures**. Except for temporary sales and construction facilities utilized by the Declarant in connection with its construction and marketing activities, no structure of a temporary character, including, without limitation, any trailer, tent, shack, barn, shed, or other outbuilding, shall be permitted on any Lot at any time.

Section 10.28 **Oil and Mining Operations**. No oil or mining operations shall be permitted on any Lot at any time.

Section 10.29 **Hazardous Material**. No hazardous material except for common household items utilized for personal, non-commercial use shall be permitted on any Lot at any time.

## **ARTICLE XI** **RIGHTS AND EASEMENTS RESERVED BY DECLARANT**

Section 11.1 **Easements for Ingress, Egress, Utilities and Drainage**. The Declarant reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property; and (iii) a strip of land within each Lot ten (10) feet in width along the front, rear and five (5) feet along the sides of each Lot.

Section 11.2 **Drainage Flow**. Drainage flow shall not be obstructed or diverted from drainage easements except as provided in Section 5.5 hereof.

Section 11.3 **Future Easements**. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Declarant shall own any portion of the Property. The easements granted by Declarant shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 11.4 **Cable Television, Radio or Internet**. Declarant reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio, television or internet access cables within the rights of way and easement areas depicted upon any plat of any portion of the Property or within any easement reserved by this Declaration.

Section 11.5 **Easements for Maintenance Purposes.** The Declarant reserves for itself, the Association, and their respective agents, employees, successors or assigns, easements, in, on, over and upon each Lot and the Common Area as may be reasonably necessary for the purpose of preserving, maintaining or improving roadways, landscaped areas, wetland areas, lakes, ponds, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Declarant or the Association.

Section 11.6 **Declarant Rights Re: Temporary Structures, Etc.** Declarant reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Declarant, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements located on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Declarant.

**ARTICLE XII**  
**MORTGAGEE PROTECTION**

Section 12.1 **Rights of Mortgagees.** The following provisions are hereby made for the benefit of parties holding first mortgages that encumber any Lot or other portion of the Property ("Mortgagees"). To the extent that said provisions conflict with any other provisions of this Declaration, the following provisions shall control:

(a) The Association shall be required to make available to all Owners and Mortgagees, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of this Declaration (with all amendments) and the Association's Articles of Incorporation, Bylaws, architectural criteria, rules and regulations and the books and records of the Association. Furthermore, such persons shall be entitled, upon written request, to (i) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) receive notices of and attend the Association meetings, (iii) receive notice from the Association of an alleged default by an Owner in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default, and (iv) receive notice of any substantial damage or loss to the Common Areas.

(b) Any holder, insurer or guarantor of a mortgage encumbering a Lot shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Areas, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any amendment to this Declaration, the Association's Articles of Incorporation, Bylaws, architectural criteria or rules and regulations; and (v) notice of any extraordinary action taken by the Association.

**ARTICLE XIII**  
**GENERAL PROVISIONS**

Section 13.1 **Remedies for Violations.**

13.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Declarant, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all

or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. The SJRWMD 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. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings unless governed otherwise by applicable Statute. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, lessees, invitees or employees, to comply with any covenant or restriction herein contained, or rule of the Association, provided the following procedures are adhered to:

(a) For a first violation, the Association shall warn the Owner of the alleged infraction in writing.

(b) For a subsequent violation, the Association shall provide the Owner with a notice of its intent to impose a fine for such violation. Included in the notice shall be the date and time of a meeting of a committee appointed by the Board of Directors (the "Rules Enforcement Committee") at which time the Owner shall present argument as to why a fine should not be imposed. At least fourteen (14) days prior notice of such meeting shall be given.

(c) At the meeting, the alleged infractions shall be presented to the Rules Enforcement Committee, after which the Committee shall receive evidence and hear argument as to why a fine should not be imposed. A written decision of the Rules Enforcement Committee shall be submitted to the Owner not later than thirty (30) days after the Board of Directors meeting. At the meeting, the Owner shall have the right to be represented by counsel and to cross-examine witnesses.

(d) The Rules Enforcement Committee, by majority vote, may impose a fine not to exceed the maximum amount allowed by law from time to time.

(e) Fines shall be paid not later than five (5) days after notice of the imposition or assessment thereof.

(f) The payment of fines shall be secured by one or more liens encumbering the Lot or Lots owned by the offending Owner. Such fines and liens may be collected and enforced in the same manner as regular and special assessments are collected and enforced pursuant to Article VII hereof.

(g) All monies received from fines shall be allocated as directed by the Board of Directors.

(h) The imposition of fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association or any Owner may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which may be otherwise recoverable from such Owner.

(i) The Rules Enforcement Committee shall be comprised of not less than three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee.

Section 13.2 **Severability**. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 13.3 **Additional Restrictions**. No Owner, without the prior written consent of the Declarant, may impose any additional covenants or restrictions on any part of the Property, but the Declarant may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 13.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 13.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Declarant, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding not less than sixty-seven percent (67%) of the total votes of the Association (which must include Owners other than the Declarant holding a majority of the total votes allocated to such Owners) may alter, amend or terminate these covenants provided however, that so long as the Declarant owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Declarant. Further, until such time as the Declarant shall not own any lands subject to this Declaration, the Declarant shall have the unilateral right to amend this Declaration without the consent or joinder of any other party, to correct any scrivener's errors or ambiguities contained herein, or to comply with any requirements imposed by the federal department of Housing and Urban Development ("HUD"), the Veteran's Administration ("VA") or any similar government or government sponsored agency. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD. This Declaration may not be terminated unless adequate provision for transferring perpetual maintenance responsibility for the Surface Water or Stormwater Management System obligation to the then Owners of the Lots is made, and said transfer obligation is permitted under the then existing requirements of the SJRWMD or its successors and the County or any other governmental body that may have authority over such transfer. Any such amendment to this Declaration shall be executed by the Association and Declarant, if applicable, and shall be recorded in the current public records of Duval County, Florida. For so long as there is a Class B membership, any material amendments to this Declaration, or extraordinary actions of the Association shall require the approval of HUD and VA, provided that HUD or VA has guaranteed any loans secured by any Lot or Lots within the Property.

Section 13.6 **Assignment of Permit Responsibilities and Indemnification**. In connection with the platting and development of the Property, the Developer assumed certain obligations in connection with the maintenance of the Surface Water or Stormwater Management System. The Developer shall assign to the Association, and the Association shall be solely responsible for, all of the Developer's obligations and responsibilities for maintenance of the Surface Water or Stormwater Management System pursuant to all applicable permits and the plat of the Subdivision. As such, the Association shall indemnify, defend and hold the Developer and Declarant harmless from all suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damage, or any other damage arising from or out of an occurrence in, upon, at or resulting from the operation or maintenance of the Surface Water or Stormwater Management System, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees.

Section 13.7 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 13.8 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 13.9 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

Section 13.10 **Disclaimers as to Water Bodies.** NEITHER THE DEVELOPER, THE DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES, AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR OTHER PORTION OF THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR LAKE BOTTOMS LOCATED THEREIN.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed under seal this 28<sup>th</sup> day of September, 2006.

Signed, sealed and delivered  
in the presence of

Beverly C. Daniel  
Print: Beverly C. Daniel

Tyler Jenkins  
Print: Tyler Jenkins

LYON'S PRIDE HOMES, INC.,  
a Florida corporation

Steven D. Kicklighter  
Steven D. Kicklighter  
Its President



STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of September, 2006, by Steven D. Kicklighter, the President of Lyon's Pride Homes, Inc., a Florida corporation, on behalf of the corporation. He did not take an oath and is personally known to me.

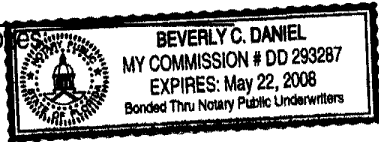
Beverly C. Daniel

Print:

NOTARY PUBLIC, State of Florida at Large

Commission #

My Commission Expires



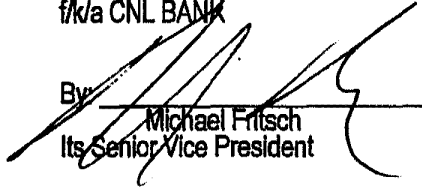
**Exhibit "A"**

Lots 1 through 20, inclusive, of **OAK BLUFF ESTATES**, according to plat thereof recorded in Plat Book 57, pages 81, and 81A through 81D, of the current public records of Duval County, Florida.

Consent and Joinder

CNL Bank, First Coast, the owner and holder of that certain Mortgage and Security Agreement dated October 17, 2005, recorded at Official Records Volume 2622, page 1102 of the public records of Clay County, Florida, as modified at Official Records Volume 13049, page 473 of the current public records of Duval County, Florida, hereby joins into these Covenants and Restrictions and consents to the terms and conditions set forth herein.

CNL BANK, FIRST COAST,  
f/k/a CNL BANK

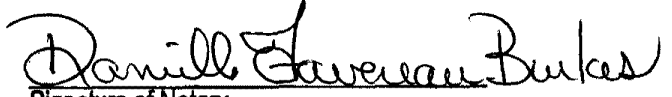
By   
Michael Fritsch  
Its Senior Vice President

State of Florida  
County of Duval

The foregoing instrument was acknowledged before me as of the 5<sup>th</sup> day of October, 2006, by Michael Fritsch, Senior Vice President of CNL Bank, First Coast, who is personally known to me or has produced \_\_\_\_\_ as identification.



Danielle Favereau Burkes  
MY COMMISSION # DD207329 EXPIRES  
May 24, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

  
Signature of Notary  
Danielle Favereau Burkes  
Printed Name of Notary

**ARTICLES OF INCORPORATION  
OF  
OAK BLUFF ESTATES HOMEOWNERS ASSOCIATION, INC.**

The undersigned incorporator hereby forms a corporation not for profit (the "Corporation") under the laws of the State of Florida, pursuant to Chapter 617 and Chapter 720, Florida Statutes (the "Act"), and to that end hereby sets forth:

**ARTICLE I**

**NAME OF CORPORATION**

The name of the corporation is OAK BLUFF ESTATES HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE II**

**DEFINITIONS**

Unless otherwise provided in these Articles of Incorporation, all terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for Oak Bluff Estates recorded or to be recorded in the Public Records of Duval County, Florida, as it may be amended and/or supplemented from time to time (hereinafter called the "Declaration").

**ARTICLE III**

**PRINCIPAL OFFICE OF THE ASSOCIATION**

The principal place of business and the mailing address of the Association is located at 2720 Park Street, Suite 206, Jacksonville, Florida 32205.

**ARTICLE IV**

**REGISTERED OFFICE AND REGISTERED AGENT**

The initial registered office of the Association shall be located at 2720 Park Street, Suite 206, Jacksonville, Florida 32205, and the initial registered agent of the Association shall be Debbie Smith. The Association may change its registered agent or the location of its registered office, or both, from time to time, without having to amend these Articles of Incorporation.

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

Section 1. Purpose. The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions, Restrictions and Easements of Oak Bluff Estates recorded (or to be recorded) in the Public Records, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to::

(a) Preserve the values in the Property and to maintain the Common Property thereof for the benefit of the Owners who become members of the Association.

(b) To carry on one or more exempt functions of a homeowners association under the Internal Revenue Code of 1986, as amended (the "Code"), including those activities related to the acquisition, construction, management, maintenance, and care of association property (as defined in Section 528(c)(4) of the Code), all pursuant to such rules and policies as shall be set forth in its Bylaws;

(c) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties including without limitation to the maintenance and operation of the Surface Water Management System, including but not limited to work within the retention areas, drainage structures or drainage easements;

(d) To operate, maintain and manage the Surface Water Management System in a manner consistent with the Water Management District Permits No. 40-031-84640-2 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapters 617 and 720, Florida Statutes) and as may be approved by the Water Management District, with respect to the transfer of the Surface Water Management System; and

(e) To do such other acts and things, and engage in any lawful act or activity, for which corporations may be organized under, and as are authorized and permitted by, the Act and to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized; provided, however, that in all events and circumstances, no part of any net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member of the Corporation or to the benefit of any private shareholder or individual (as defined in accordance with Treasury Regulations Section 1.528-7 promulgated under the Code), the Corporation being

organized to provide, among other things, for the acquisition, construction, management, maintenance, and care of association property.

Section 2. Powers. The Association shall have the following powers:

(a) All of the common law and statutory powers of a not-for-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation, the Bylaws or the Declaration.

(b) To enter into, make, establish, amend and enforce, rules, regulations, Bylaws, covenants, restrictions and agreements to carry out the purposes of the Association. The Association may use any enforcement method authorized by the Declaration and/or Florida law, including but not limited to, fines, suspensions of use rights to Common Area, actions for damages, equitable actions, injunctive relief, administrative actions, or any combination of those.

(c) To fix, levy and collect assessments for common expenses from Owners to defray the costs, expenses, reserves and losses incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties, including, but not limited to, the maintenance, operation, repair and/or replacement of the Surface Water Management System.

(d) To fix, levy and collect special assessments for common expenses from Owners to defray the costs, expenses, reserves, losses, damages and budget shortfalls incurred or to be incurred by the Association and to use the proceeds thereof in the exercise of the Association's powers and duties.

(e) To make, adopt, establish, amend and enforce rules and regulations regarding the use, appearance and/or condition of any portion of the property bound by the terms, covenants, conditions and restrictions of the Declaration, including but not limited to, Common Area, Lots, Members, structures, improvements, landscaping and maintenance.

(f) To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real property and personal property.

(g) To borrow and to hold funds, select depositories, administer bank accounts of the Association, and to pay all expenses, including licenses, public assessments, taxes or government charges, incident to the purposes and powers of the Association, as set forth in these Articles of Incorporation and as may be provided in the Declaration and the Bylaws.

(h) To purchase insurance for the protection of the Association, its Officers, Directors, Members and such other parties as the Association may determine to be in the best interests of the Association.

(i) To operate, maintain, manage, repair, control, regulate, replace and/or improve all Common Area and such other portions of the Property as may be determined by the Association from time to time.

(j) To enter into contracts and agreements between third parties and the Association.

(k) To exercise architectural control, either directly or through appointed committees, over all buildings, structures, landscaping and/or improvements of any type to be placed, built and/or constructed upon any portion of the Property. Such architectural control shall be exercised pursuant to the Declaration.

(l) To provide for any functions and services within the Property as the Board of Directors in its sole discretion determines necessary or appropriate.

(m) To provide, purchase, sell, lease, acquire, replace, improve, maintain and/or repair such buildings, structures, pathways, landscaping, paving, equipment and property, both real and personal, as the Association, through its Board of Directors, in its discretion determines necessary or appropriate.

(n) To employ any personnel necessary to perform the obligations, services and/or duties required of or to be performed by the Association and/or to contract with others for the performance of such obligations, services and/or duties and to pay the costs thereof in accordance with whatever contractual arrangement the Board of Directors of the Association shall enter in its sole discretion.

(o) To operate, maintain and manage the Surface Water Management System in a manner consistent with the Water Management District Permit No. 40-031-84640-2 requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained in the Declaration.

(p) To establish, maintain, operate and use reserve funds for capital improvements, repairs and replacements. To establish, maintain, operate and use reserve funds for items, services, property and/or any other purpose as the Board of Directors of the Association may determine in its sole discretion to be in the best interest of the Association.

(q) To enter into a management contract with a third party for the maintenance and repair of any Common Area and for the operation of the Association. The Board of Directors will carry out this power on behalf of the Association. The management contract may provide a management fee to the management agent and the delegation of certain duties, as may be determined by the Board of Directors of the Association.

(r) To enter into agreements and/or contracts with professionals, including but not limited to attorneys and accountants, to assist the Association in its performance of the obligations, services and duties required of or to be performed by the Association. The Board of Directors will carry out this power on behalf of the Association.

(s) To create, appoint and/or dissolve any committees that the Board of Directors of the Association may deem appropriate.

(t) To collect delinquent assessments by fine, claim of lien, suit or otherwise and to file and defend any suit or other proceeding in pursuit of all legal and/or equitable remedies or defense of all claims relating to the Declaration, the Bylaws, these Articles of Incorporation and/or Florida law.

(u) To adopt, change, repeal and/or amend the Bylaws.

(v) To adopt, change, repeal and/or amend Bylaws that would be effective only in an emergency, as defined in Article XIII of these Articles of Incorporation.

## ARTICLE VI

### MEMBERSHIP

Section 1. Each Owner (including Declarant) shall be a Member of the Association. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner, except as an appurtenance to that Member's Lot. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Member, until such time as such Member transfers or conveys his fee simple interest in the Lot upon which his or her membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility and obligation of the new Owner of the Lot to provide such true copy of said recorded instrument to the Association.

Section 2. The Association shall have two (2) classes of membership with the voting rights as follows:

(a) Class A. Class A Members shall be all the Owners of Lots, with the exception of Declarant for so long as Declarant retains Class B voting rights. Each Class A Member shall have one (1) vote for each Lot owned by that Member. When more than one person is an Owner of any Lot, all such persons shall be Members, but there shall not be more than one (1) vote for each Lot.

(b) Class B. The Class B Member shall be the Declarant or its express assigns or successors in interest. Until conversion of the Class B membership to Class A membership as



set forth in Article VI, Section 2(c) of these Articles of Incorporation, Declarant shall have three (3) votes for each Lot owned by Declarant.

(c) Conversion of Class B Membership. Declarant's Class B membership shall continue in effect during the period from the date of the Declaration until the earlier of the following events following which the turnover of the Association to the Owners, other than the Declarant, ("Turnover") shall be conducted:

(1) Three (3) months after ninety percent (90%) of all Lots in all phases of Oak Bluff Estates have been conveyed or transferred to Owners other than Declarant; or

(2) At such earlier time as Declarant, in its sole discretion, may so elect by recording a notice of such election in the Public Records of Duval County, Florida; or

(3) December 31, 2009.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Developer may elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

At Turnover, the Declarant shall transfer control of the Association to Owners other than the Declarant by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days notice of Declarant's decision to cause its appointees to resign is given to Owners, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Declarant refuse or fail to assume control.

(d) No Split Votes. The vote for each Lot must be cast as a single vote, and fractional votes shall not be allowed. If a Lot is owned by more than one (1) Owner, and the Owners of that Lot are unable to agree among themselves as to how the vote is to be cast, or if more than one (1) Class A vote is cast for any Lot, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot.

(e) Voting by Proxy. All Members entitled to vote may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board of Directors or another authorized person so designated by the Board of Directors. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

(f) No Cumulative Voting. There shall be no cumulative voting on any issue, matter or candidate that is the subject of a vote by the Association's membership.

(g) Percentage of Members. When reference is made in these Articles of Incorporation or the Bylaws to a majority or specific percentage of Members, such reference shall be deemed to be a reference to a majority or specific percentage of the votes of Members Entitled To Vote and not of the Members themselves.

**ARTICLE VII**

**BOARD OF DIRECTORS**

The affairs of the Association shall be managed and administered by a Board of Directors consisting of either three (3) or five (5) members, as may be determined from time to time by the Association's Members eligible to vote. While Class B membership exists, the Board of Directors shall consist of three (3) members. All of the duties, power and authority of the Association existing under Florida law, the Declaration, these Articles and/or the Bylaws shall be exercised exclusively by the Board of Directors, subject to approval by the Members only when specifically required. The names and addresses of persons who are to act in the capacity of Director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Steven D. Kicklighter	9951 Atlantic Boulevard, Suite 319 Jacksonville, Florida 32225
Jay Lyons	2720 Park Street, Suite 206 Jacksonville, Florida 32205
Debbie Smith	2720 Park Street, Suite 206 Jacksonville, Florida 32205

Any other provision of these Articles notwithstanding, the Declarant shall be entitled to appoint and remove any Director while Class B membership exists. When Class B membership terminates, the Class A Members eligible to vote shall elect Directors by written ballot at a Special Meeting of the Association's Members. A Member must be current in the payment of all Association Assessments to be eligible to run for and hold the position of Director. Directors must be natural persons who are eighteen (18) years of age or older. All Directors, except those designated or appointed by the Declarant, shall be Members of the Association.

Any vacancies on the Board shall be filled as set forth in the Bylaws of the Association.

**ARTICLE VIII**

**OFFICERS**

The officers of the Association may include a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time by resolution create. The officers shall be elected by the Board of Directors and the officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME</u>	&	<u>ADDRESS</u>
PRESIDENT:	Steven D. Kicklighter		9951 Atlantic Boulevard, Suite 319 Jacksonville, Florida 32225
VICE PRESIDENT:	Jay Lyons		2720 Park Street, Suite 206 Jacksonville, Florida 32205
SECRETARY/TREASURER:	Debbie Smith		2720 Park Street, Suite 206 Jacksonville, Florida 32205

**ARTICLE IX**

**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, officer, Committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if that person acted in good faith, and, with respect to any criminal action or proceedings, he or she had no reasonable cause to believe his or her conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred

by him or her in connection with the defense or settlement of an action or suit by or in the right of the Association, if he or she acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his or her conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Article IX, Section 1 of these Articles of Incorporation (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director or officer, Committee member, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Article IX, Section 1 of these Articles of Incorporation. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the Director or officer to repay such amounts if it shall later develop that he or she is not entitled to be indemnified by the Association.

Section 6. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which the Association's Directors, officers, Committee members, employees or agents may be entitled under the Association's Bylaws, agreement, vote of Members or disinterested Directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a Director, officer, Committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article IX shall not include indemnification for any action of a Director, officer, Committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article IX is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any Director, officer, Committee member, agent or employee of the Association in any of his or her capacities as described in Article IX, Section 1 of these Articles of Incorporation, whether or not the Association would have the power to indemnify him or her under this Article IX.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

## ARTICLE X

### EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida and shall exist in perpetuity. Provided, however, in the event that the Association is dissolved, the assets shall be dedicated to the public body or conveyed to a non profit corporation with similar purpose. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the Water Management District prior to such termination, dissolution or liquidation.

## ARTICLE XI

### AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted as follows:

Section 1. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds of the votes of the members of the Association who have voting power at the time of such amendment.

Section 3. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

Section 4. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Duval County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

## **ARTICLE XII**

### **BYLAWS**

The Bylaws of the Association shall be initially adopted by a majority vote of the Association's Board of Directors and may subsequently be altered, amended, repealed and/or rescinded in the manner provided in the Bylaws.

## **ARTICLE XIII**

### **EMERGENCY BYLAWS**

The Association's Board of Directors, by majority vote, may adopt Bylaws that would be effective only in an emergency. For purposes of these Articles of Incorporation, "emergency" shall be defined as a catastrophic event that would prevent a quorum of the Association's Board of Directors from readily assembling, which would include but is not limited to the following: hurricanes; a declared state of emergency by the appropriate governmental agencies; and an evacuation ordered by the appropriate governmental agencies.

Any emergency Bylaws adopted by the Association's Board of Directors shall cease to be effective once the reason for the emergency ends. All provisions of the regular Bylaws that do not conflict with the emergency Bylaws remain effective during the emergency.

## **ARTICLE XIV**

### **CONFLICT BETWEEN DOCUMENTS**

In the event of any conflict or inconsistency between these Articles of Incorporation and the Declaration, the terms, conditions and provisions of the Declaration shall control and prevail. In the event of any conflict or inconsistency between these Articles of Incorporation and the Bylaws, the terms, conditions and provisions of these Articles of Incorporation shall control and prevail.

## ARTICLE XVI

### MERGER

Section 1. The Association may be merged with any other Florida not-for-profit or for profit corporation, as long as the surviving corporation is a Florida not-for-profit corporation and has as one of its purposes to administer, enforce and carry out the terms, conditions, restrictions and provisions of the Declaration as it may be amended and/or supplemented from time to time, any subsequent Declaration, any restrictive covenants that run with the land and/or any equitable servitudes that may apply to the Property.

Section 2. In order for a merger to occur, the Association must adopt a plan of merger that contains at a minimum the following: the names of the corporations proposing to merge and the name of the surviving corporation which will be left following the merger; the terms and conditions of the proposed merger; a statement of any changes in the articles of incorporation of the surviving corporation to be effected by the merger; and a prohibition on any abandonment of the proposed merger after the merger has been approved by the Association's members pursuant to Article XVI, Section 3(c) of these Articles of Incorporation, unless such abandonment is first approved by the Association's members.

Section 3. In order to approve a plan of merger:

(a) the Board of Directors, by a majority vote, must first adopt a resolution approving the proposed plan of merger and then submit that plan of merger to a vote of the Association's membership by written notice.

(b) the written notice of the content of the proposed plan of merger must be given to all members of the Association at least fourteen (14) days prior to the date of the meeting when the vote on the proposed plan of merger will take place. In addition to the content of the proposed plan of merger, the Association shall provide the date, time and location for the meeting where the vote will take place. For purposes of Article XVI, Section 3(b) of these Articles of Incorporation, the notice will be considered to have been properly sent to the Association's membership when personally delivered or mailed, postage prepaid, by the Association, its employees, agents, Officers or Directors, to the address of the person who appears as a Member or Owner on the official records of the Association at the time of such delivery or mailing.

(c) the proposed plan of merger must then be approved by at least a majority of the Association's members, voting either in person or by proxy, at a duly called meeting of the Association's members at which a quorum is attained. This meeting of the Association's members may be either the annual meeting or a special meeting.

ARTICLE XVII

INCORPORATOR

The name and street address of the Incorporator to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Debbie Smith	2720 Park Street, Suite 206 Jacksonville, Florida 32205

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 28 day of September, 2006.

Debbie Smith

STATE OF FLORIDA  
COUNTY OF DUVAL

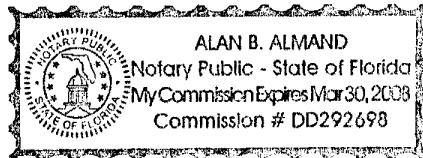
The foregoing Articles of Incorporation were acknowledged before me this 28 day of September, 2006, by Debbie Smith, who (select one)  is personally known to me OR  has produced \_\_\_\_\_ as identification.

NOTARY STAMP:

[Signature]

NOTARY PUBLIC, State of Florida

Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**CERTIFICATE DESIGNATING REGISTERED AGENT  
FOR SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617 of the Florida Statutes, the following is submitted in compliance with said Acts:

OAK BLUFF ESTATES HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 2720 Park Street, Suite 206, Jacksonville, Florida 32205, has named Debbie Smith, located at the above-registered office, as its Registered Agent to accept service of process within the State of Florida.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:

DEBBIE SMITH

By: Debbie Smith

Dated: September 28, 2006