

OFFICIAL RECORDS

SECTION 5 - MEMBERSHIP AND VOTING
RIGHTS IN THE ASSOCIATIONA. Membership.

(a) Every owner of a Lot shall be a Member of the Association. No person or entity who holds record title of a fee or undivided fee interest in any Lot merely as a security for the performance of any obligation shall be a Member;

(b) For the purpose of this Declaration the Developer shall be considered the Owner of a fee interest in, and therefore, a Member in regard to, each and every Lot for which it holds record title;

(c) The Association shall be operated in accordance with By-Laws as adopted by the Association.

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

Class A. Class A Members shall be all Owners with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot and in no event shall more than one vote be cast with respect to any such Lot, all such persons or entities shall be Members, and one vote entitled to be exercised for that Lot shall be exercised as they among themselves determine.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to ten votes for each Lot owned by the Developer provided that the Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in Class B membership, at which time the Class B membership shall be determined to be a Class A membership and entitled to vote on the basis of one vote for each Lot owned by the Developer.

C. The Association shall maintain all common areas including but not limited to (a) the entrance to Units; (b) all commonly used roadways; (c) the main entrance to River Point located on Running River Road.

SECTION 6 - ASSOCIATION AND ASSESSMENTS OF ASSOCIATION

The Association shall have the authority to levy assessments as provided herein against the Dwelling Units and the Lots, and each Dwelling Unit and Lot is subject thereto as hereinafter provided:

A. Purpose. The Association may levy assessments for the purpose of enabling the Association.

(a) To pay all ad valorem taxes assessed against the portions of the Property used in common by all Owners, including Roadways and appurtenant security facilities, waterways, and other common areas, whether or not owned by or leased to the Association.

(b) To pay all ad valorem taxes assessed against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to pay any other taxes payable by the Association.

(c) To pay all expenses required for the reasonable repair and maintenance of the portions of the Property described in subsection (a) above, including without limitation paving, irrigation, landscaping, drainage and for the reasonable repair and maintenance and insurance of any buildings or other improvements owned by or leased to the Association.

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(d) To pay all expenses of providing security for the Property including salaries of security men, maintenance of security gate houses and other related facilities, insurance on security gate houses and related facilities and any and all other expenses incurred in providing such security.

(e) To pay for the expense of lighting the roadways, including replacement of bulbs, poles (if any), wiring and any and all other expenses in connection therewith.

(f) To pay for all expenses incurred in providing mosquito and other pest control for the Property.

(g) To pay for all expenses incurred in connection with providing fire protection for the Property.

(h) To pay for the expense of maintenance, improvement and operation of drainage easements and facilities.

(i) To pay for the expense of maintaining, repairing and replacing directional markers, signs and traffic control devices and costs of controlling and regulating traffic on the Roadways.

(j) To pay all charges of trash and garbage collection and removal unless a separate charge is made to each Owner by the company providing such service;

(k) To pay for all expenses of operating the Association, including without limitation management fees, legal and accounting fees, payroll and general office operating expenses, and the expenses of doing any and all other things necessary or desirable in the judgment of the Board to keep the Unit neat and attractive, to preserve or enhance the value of the Property, to eliminate fire, health or safety hazards, and to pay for such other expenses including, but not limited to, liability insurance, which in the judgment of the Board may be of general benefit to the residents of the Unit.

(l) To repay funds, together with interest thereon, borrowed by the Association and used for purposes referred to herein.

(m) To accumulate reasonable reserves for the foregoing purposes.

It shall not be necessary for the Association to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board in the expenditure of such funds shall be final. The Association in its discretion may hold such funds as it determines advisable for expenditure in years following the year for which the regular maintenance assessment was assessed.

B. Regular Assessments.

(a) Except as otherwise provided herein, each Dwelling Unit and each Lot is hereby subject to regular maintenance assessments as provided below, payable on a monthly basis (unless otherwise determined by the Board) beginning with the 1st day of the full month following the date of original sale of such property by the Developer to a third party, and continuing on the first day of each month thereafter. The Assessments shall be uniform in dollar amount for each Lot and shall be set by the Board, subject to approval of the Association. The regular maintenance assessment may be adjusted by the Board as required to meet the expenses and other charges for which same are assessed. Regular maintenance assessments shall become delinquent if not paid within 15 days after their due date for which assessed and shall bear interest at the rate of eighteen percent (18%) per annum for that date until paid.

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(b) Initial Regular Maintenance Assessments are established as follows: All Lots improved or unimproved - \$50.00 (Fifty Dollars).

Assessment as an "improved parcel" shall not begin until completion of construction of the improvements to be located thereon; and whenever the assessment begins for an "improved parcel" as provided above, all previously applicable assessments shall cease.

C. Increase in Assessments. The maximum amount of any regular maintenance assessment imposed by the Board shall not exceed the amounts shown in Section B above for a period of twelve (12) months following the initial recording to this Declaration. Thereafter, the regular maintenance assessment may be increased by no more than ten (10%) percent of the regular assessment for the immediately preceding month. In the event of any such increase, such assessment shall not be thereafter increased for a period of twelve (12) months. The right to make adjustments to the regular maintenance assessment shall be cumulative and the Board's failure to increase the regular maintenance assessment for one or more years (or a part of a year) shall not preclude adjustments being made to compensate for those years (or parts of a year) at a later time. However, in no event shall the regular maintenance assessment be cumulatively increased by an amount greater than thirty(30%) percent of the regular assessment for the immediately preceding month. Notwithstanding, the foregoing, the regular maintenance assessment may be increased in excess of the amount set forth above and more frequently than set forth above if such increase is approved by a majority vote of Owners.

D. Special Assessments. The Association shall have the power to impose special assessments to meet expenses of an extraordinary or emergency nature, provided that if the sum of all special assessments in any twelve (12) month period exceeds fifty (50%) percent of the then applicable regular annual assessment, then such special assessment must be approved by not less than seventy-five (75%) percent of Owners (other than the Developer) to whom such assessment is applicable. Any special assessment which is not paid within fifteen (15) days after the Owner received written notice of such assessment shall bear interest at the rate of eighteen (18%) percent per annum unless otherwise specified.

E. Property of Developer. Notwithstanding, anything herein to the contrary, no assessment shall be charged and no lien shall attach against any Lot or Dwelling Unit owned by the Developer.

SECTION 7 - ADDITIONAL RIGHTS OF DEVELOPER

In addition to rights elsewhere reserved, Developer hereby reserves to itself, its successors and assigns, the following rights and privileges;

A. Rights Regarding Temporary Structures, Etc. Developer hereby reserves the right to erect or maintain such dwellings, model houses, sales offices or other structures, and commercial and display signs as Developer, in its sole discretion, may deem advisable for developer and marketing purposes. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

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B. Enforcement by Developer. Developer reserves the right, but shall have no obligation, to enter upon any Dwelling Unit or Lot to remove rubbish, signs, structures, plants or other things or to take such other action, all at the expense of the Owner. As Developer deems necessary in order to enforce this Declaration. Such entry, enforcement and removal shall not be deemed a trespass or make Developer liable in any respect for any damages on account thereof. The Owner of such Dwelling Unit or Lot shall pay Developer on demand the actual costs of such enforcement plus ten (10%) percent of the cost in performing such service as a service fee. In the event that such charges shall not be paid on demand, such charges shall bear interest at the maximum legal rate of interest from the date of demand. All Dwelling Units and Lots shall be subject to a lien in favor of the Developer for all such costs and fees and Developer may, at its option, bring an action at law against the Owner personally obligated to pay the same, or upon giving the Owner ten (10) days notice of an intention to file a claim of lien against a Dwelling Unit or Lot, may file and thereafter foreclose such lien.

SECTION 8 - AMENDMENT TO DECLARATION

A. Amendment by Developer Without Owner Approval. Developer reserves the right, without prior approval of any Owner.

(a) To amend this Declaration so long as such amendment shall conform to the general purposes and standards set forth herein and shall not materially and adversely affect the rights of any Owner in his Dwelling Unit or Lot or the use thereof;

(b) To amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions set forth herein;

(c) To include in any contract for sale, deed, or other instrument hereafter made, any additional covenants other than those set forth herein which do not lower the standards of this Declaration;

(d) To release any Dwelling Unit, Lot or other portion of the Property from any part of the covenants set forth in this Declaration which have been violated, in the Developer, if the Developer, in its sole discretion, determines such violation or violations to be minor or insubstantial and to make exceptions, without prior approval of any Owner, to the Covenants and Restrictions set forth in Sections 2 and 3 hereof if Developer deems such exception to be in the best interest of Monument Landing.

(e) To file an amendment to this Declaration for the purpose of submitting other property to the terms and provisions of this Declaration, it being specifically understood that Developer owns additional land within the overall development which Developer intends to include under these Covenants at some time in the future. Any such amendment may contain such additions or modifications to these Covenants as Developer may provide, so long as such additions or modifications to these Covenants do not materially increase the membership obligations or expenses appurtenant to any existing Dwelling Unit or Lot. Such an amendment may be accomplished by filing a statement among the public records of Duval County, Florida incorporating such terms, Covenants and Restrictions of this Declaration as are applicable to the property included within such amendment or by adopting all or part of this Declaration by reference in a deed conveying such other property or in any other appropriate instrument or by Developer executing and filing an amended or restated Declaration.

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B. Amendment Without Owner Approval. In addition to the rights of the Developer to amend this Declaration as reserved in Section 7, and notwithstanding the limitations on voting rights set forth in Section 6, this Declaration may be amended at any time upon the request of the Developer, if such requested amendment is approved by the affirmative vote of seventy-five (75%) percent of votes cast by Owners other than the Developer at a duly called meeting of the Association, the notice for which meeting has contained notice of the proposed amendment. Upon the approval of any such amendment, the President and secretary of the Association shall execute and record the same in the Public Records of Duval County, Florida.

C. Mortgagee's Consent. Notwithstanding anything in Section 7 to the contrary, no amendment to this declaration shall affect the right of lien of any mortgages without such mortgagee's express written consent thereto.

SECTION 9 - MISCELLANEOUS

A. Remedies for Violation. In addition to Developer's rights as reserved otherwise herein, Developer, any Owner or the Association shall be entitled to bring actions at law for damages or in equity for injunctions against those parties violating or attempting to violate this Declaration, for the purpose of curing, correcting, preventing or enjoining any violation or attempted violation of the terms of this Declaration. All costs and expenses, including but not limited to reasonable attorney's fees, incurred by Developer, any Owner or the Association to cure, correct, prevent, or enjoin any violation of the terms of this Declaration shall be recoverable against the party causing such violation. All remedies herein shall be cumulative to any and all other remedies provided elsewhere herein or at law or equity. The failure to bring any action to enforce this Declaration or to correct any violation of this Declaration shall not be deemed a waiver of the right to do so thereafter as to the same reach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action by any Owners or any other party against the Developer or the Association.

B. Term. The terms and provisions of this Declaration shall run with the title to the Property and any part thereof and unless otherwise altered or terminated in accordance with the terms and provisions herein, shall bind all persons in interest, all Owners and their heirs, legal representatives, successors and assigns until March 31, 2011, at which time this Declaration shall automatically be extended for successive periods of ten (10) years each, unless, by mutual agreement of not less than eighty (80%) percent in number of the Owners, this Declaration shall be terminated in whole or in part; provided, however, and notwithstanding the foregoing, the easements herein shall be perpetual.

C. Disclaimer. Neither the Developer nor the Association shall be liable to any Owner or other person for any loss or damage arising from any cause whatsoever, including without limitation the provision of, failure to provide, or negligence in provision of security, maintenance, repairs or other services by the Developer or the Association or either of them.

D. Invalidity of Part. The invalidation of any one of the terms or provisions of this Declaration shall in no wise affect any other provisions, which provisions shall remain in full force and effect.

E. Evidence of Approval. All approvals required in this Declaration shall be evidenced by a certificate or other writing signed by the party giving such approval.

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F. Assignment of Developer. The Developer shall have the sole and exclusive right at any time to transfer and assign any or all rights, powers, privileges, authority and reservations it may have under any paragraph of this Declaration to such other person or entity as it shall elect. No such assignment shall require the consent of any Owner and in the event any such right is assigned, the Assignee shall assume all obligations of the Developer so assigned and the Developer, its officers, directors and stockholders shall thereupon be relieved of any all obligations or liability with respect thereto.

IN WITNESS WHEREOF, the Developer has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

MONUMENT LANDING PARTNERSHIP

Elinore C. Cox
Elinore C. Cox

By: Wayland T. Coppedge, III
Wayland T. Coppedge, III
Partner

Yvonne B. Corey
Yvonne B. Corey

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing was acknowledged before me this 28 day of October, 1991, by Wayland T. Coppedge, III, as partner of Monument Landing Partnership, a partnership, on behalf of said partnership.

Elinore C. Cox
Notary Public - Elinore C. Cox

My Commission expires

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires April 20, 1992

91 NOV 15 AM 8:50

RECORD VERIFIED

CLERK OF CIRCUIT COURT

91-0118889

FILED AND RECORDED
IN PUBLIC RECORDS
OF DUVAL COUNTY FLA

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF RIVER POINT UNITS ONE THRU TWELVE
AND MONUMENT LANDING UNITS ONE THRU THREE

VOL 7095 PG 1796

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THIS AMENDMENT, made this--11th--day of--April--, 1991 by the
RIVER POINT COMMUNITY ASSOCIATION INC, 2771-39 Monument Road, Box
247, Jacksonville, FL 32225

WHEREAS, the Corporation is desirous of amending recorded
Declarations of Covenants, Conditions, Easements and Restrictions
of "RIVER POINT" #1, dated as of the 3rd day of June, 1987, and
recorded June 12, 1987, in official Records Volume 6346, page
2002, RIVER POINT UNIT TWO recorded in OR 6328, pages 2271-2279,
page 7, section B (b), RIVER POINT UNIT THREE recorded in OR
6327, Pages 159 thru 167, Page 7, Section 6 B(b), RIVER POINT
UNIT FOUR, recorded in OR 6410, Pages 888 thru 896, page 7,
section 6 B(b) RIVER POINT UNIT FIVE, OR 6410, Pages 1661-1669,
Page 7, Section 6 B(b), RIVER POINT UNIT SIX, recorded in OR 6718
Pages 572-580, Page 7, Section 6 B(b): RIVER POINT UNIT SEVEN,
recorded in OR 6455, pages 2025-2032, page 7, section 6 B(b);
RIVER POINT UNIT EIGHT, recorded in OR 6476, pages 1810-1817,
Page 7, Section 6 B(b); RIVER POINT UNIT NINE, recorded in OR
6455, pages 2033-2040, Page 7, Section 6 B(b); RIVER POINT UNIT
TEN, recorded in OR 6476, pages 1818-1825, page 7, section 6 B(b)
RIVER POINT UNIT ELEVEN, recorded in OR 6586, Pages 275-282, page
7, Section 6 B(b); RIVER POINT UNIT TWELVE, recorded in OR 6586
pages 267-274, Page 7, Section 6 B(b); MONUMENT LANDING UNIT
ONE, as recorded; MONUMENT LANDING UNIT TWO, as recorded; MONUMENT
LANDING UNIT THREE, as recorded.

SECTION THREE - GENERAL RESTRICTIONS

K. Parking, Storage, Repairs - "Amended to include"

In as much as there have been no entry driveways on Running River
Road and therefore no parking on this arterial route within the
original River Points Units 1 thru 10, and in as much as entry
driveways have been created within Monument Landing Units 1 thru
3 on running River Road and Monument Landing Boulevard, and in as
much as Monument Landing Units 1 thru 3 (quote)" shall be deemed
to be added as properties to be governed by the association at
such time as those lots have been platted into single family
lots" (unquote) per the FIRST AMENDMENT TO ARTICLES OF
INCORPORATION OF RIVER POINT COMMUNITY ASSOCIATION, INC as
approved at the first organizing meeting February 23, 1989, be it
therefore known there shall be no parking on Running River Road
or Monument Landing Boulevard within Monument Landing Units 1
thru 3.

IN WITNESS WHEREOF, the Declarant has caused this Amendment
to be executed by a majority vote of a quorum called at the
reconvening of its annual meeting April 11, 1991, and sealed by
its duly authorized officer on the day and year first above
written.

Signed, sealed and delivered
in the presence of:

RIVER POINT COMMUNITY ASSOCIATION
a Florida Corporation

K. G. Ransom, V. Pres.

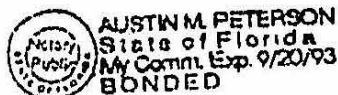
Ray P. Smith, Secretary

STATE OF FLORIDA

COUNTY OF DUVAL

By *[Signature]*
RICHARD R. URTEL
Its President

The foregoing instrument was acknowledged before me this
22nd day of APRIL 1991, by RICHARD R. URTEL President of
River Point Community Association Inc.



Austin M. Peterson
Notary Public
State of Florida at Large

Re +
PREPARED BY K. G. Ransom
12252 HIGH LAUREL DR
JAX 32225

FILED AND RECORDED
IN OFFICIAL RECORDS
JACKSONVILLE, FLA

91-0040207

91 APR 25 AM 11:37

RECORD VERIFIED