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Box 165.07

hereinafter referred to as Developer.

Developer is the owner of the property in Nassau
County, Florida, more particularly described on Exhibit "A" attached
hereto and made a part hereof (hereinafter referred to as the
"Property") and desires to develop the Property as a planned community.

ARTICLE I

Definitions

2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to to any Residential Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Common Area" or "Common Area" means all real property (including the improvements thereon) described on the attached Exhibit "B".

4. "Residential Dwelling Unit" means any part of the Property which has been improved for use as a single-family dwelling, including, without limitation, any single family detached dwelling, garden home, patio home or attached townhome, which is substantially completed.

5. "Residential Lot" means a platted lot intended to be used for the construction of a Residential Dwelling Unit.

6. "Articles" means the Articles of Incorporation of the Association.

7. "Board" or "Board of Directors" means the Board of Directors of the Association.

8. "Bylaws" means the Bylaws of the Association.

9. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.

10. "VA" means the Veterans Administration and its successors and assigns.

11. "FHA" means the Federal Housing Administration and its successors and assigns.

12. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan association, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, the Federal National Mortgage Association, the Government National Mortgage Association, the VA, the FHA or any lender generally recognized as an institutional type lender.

13. "Unit" used without qualifying language includes Residential Lots and Residential Dwelling Units.

14. "Initial Maximum Annual Assessment" shall be the annual assessment for the calendar year during which the first Residential Lot is conveyed to an Owner which shall not exceed \$ 150.00.

15. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented 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, .A.C.

16. "Declarant" means Developer, its successors and assigns with respect to the Property and any Owner who acquires an interest in more than one Residential Lot for the purpose of the development of the

Property or the construction of Residential Dwelling Units.

ARTICLE II
Membership and Voting Rights

1. Right to Membership. Every Owner of a Residential Lot which is subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Residential Lot.

2. Classes of Membership. The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Residential Lot owned.

(b) Class B. The Class B membrs shall be the Declarant who shall be entitled to three (3) votes for each Residential Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, which ever first occurs:

(1) the number of votes assigned to Class A members equals the number of votes assigned to Class B members;

(2) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or

(3) ten (10) years from the date of recording this Declaration.

3. Multiple Owners. When any Residential Lot is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership, only one of such persons, who shall be designated by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine but in no event shall more than one (1) vote be cast with respect to any such Residential Lot. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

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ARTICLE III
Covenant of Maintenance Assessments

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Residential Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Residential Lot against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Residential Lot at the time when the assessment fell due. In the case of co-Owners, each co-Owner shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by such successor in title.

2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and operation of the Common Areas as described by Exhibit B. In addition, the assessments shall be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

3. Maximum Annual Assessment.

(a) During the calendar year when the first Residential Lot is conveyed to an Owner, the maximum annual assessment shall be the Initial Maximum Annual Assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to any Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rd) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board shall fix the annual assessment at an amount not in excess of the maximum.

(e) The Board, in determining the common expenses, may establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Areas or for such other purposes as the Board deems prudent for the operation of the Association.

4. Special Assessments. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board may assess a special assessment against an Owner for the cost to repair any damage or injury to the Common Areas caused by the Owner's negligence or for such other amount as determined by the Board due to an Owner's failure to comply with the provisions of this Declaration as hereinafter provided..

5. Notice and Quorum for Any Action Authorized under Paragraphs 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Residential Lots (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith). Declarant shall not be required to pay annual or special assessments on any Residential Lot owned by Declarant until such time as such Residential Lot has been conveyed to an Owner provided however, in the event that Declarant is a Class B member or is otherwise in control of the Association, no less frequently than monthly, an amount equal to the difference between the operating expenses incurred by the Association and the assessments receivable from other members and other income of the Association for each month.

7. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Residential Lots conveyed to an Owner on the first day of the month following the conveyance of the first Residential Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The annual assessment shall be payable at the

times and in the manner determined by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid by its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Residential Lot. No Owner may escape liability for the assessments provided for herein by abandonment of his Residential Lot. The Board may suspend the voting rights and right to use the Common Areas of a member during any period in which such member shall be in default of any assessment levied by the Association.

9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Residential Lot shall not affect the assessment lien. However, the sale or transfer of any Residential Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Lot from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Residential Lots as a common expense or special assessment.

ARTICLE V Architectural Control

1. Design Criteria. It is the Declarant's intent to create maintain a subdivision in harmony with its surroundings and the natural elements of the Property. The Residential Dwelling Units constructed or to be constructed on the Property have been or will be designed to be compatible with each other and to establish a level of construction standards. No owner is permitted to make any changes to the exterior of any Residential Dwelling Unit or other improvement on the Property without the prior approval of the Architectural Control Committee of the Association (hereinafter referred to as the "ARC").

2. Necessity of Architectural Review and Approval. No building, fence, wall or other structure, which is visible from outside any

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Residential Dwelling Unit, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change in alteration, including, without limitation, a change in the exterior color, be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the ARC. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after the plans and specifications have been submitted to them, approval will not be required and this Article will be deemed to have been fully complied with.

3. Architectural Control Committee. The ARC shall be appointed by a majority vote of the Board at a meeting duly called for such purpose or by resolution executed by a majority of the members of the Board. The majority of the ARC shall constitute a quorum to transact business at any meeting.

4. Provisions Inoperative as to Declarant. Notwithstanding any other provisions of this Declaration, any development of the Property or construction of Residential Dwelling Units by Declarant shall not be subject to review and approval by the ARC.

ARTICLE VI Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the value of the Residential Dwelling Units, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. Common Areas. The Common Areas shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas without the prior written consent of the Board.

2. Insurance. No use shall be made of the Common Areas which will increase the rate of insurance upon the Property without the prior consent of the Board. No Owner shall permit anything to be done or kept on the Common Areas which will result in cancellation of insurance on any part of the Common Areas or which will be in violation of any law. No waste shall be committed in the Common Areas.

3. Nuisances. No obnoxious or offensive activity shall be allowed upon the Common Areas, nor any use or practice which is the source of annoyance or nuisance to Owners or guests or which interferes with the

peaceful possession and proper use of the Common Areas by Owners. The Board shall have the power to adopt reasonable rules and regulations governing the use of the Common Areas and the personal conduct of the members and their guests thereon, and to establish fines for the infraction thereof as hereinafter provided. In addition, the Board may also suspend the right of a member to use the Common Areas, after notice and hearing for a period not to exceed sixty (60) days, as a result of such members infraction of such published rules and regulations.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Common Areas shall be the same as is elsewhere herein specified.

5. Surface Water or Stormwater Management System. 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(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. 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 St. Johns River Water Management District.

ARTICLE VII Lakes

1. Water Level and Use. With respect to the lakes now existing or which may hereafter be erected within the Property, only the Association shall have the right to remove any water from such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No dock, moorings, pilings, boat shelters or other structure shall be erected on or over the lakes without the approval of the ARC. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, noncombustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's Residential Lot, in designated areas within the planned development or behind landscaping approved by the ARC.

2. Lake Embankments. The lake embankments shall be maintained by the Owner owning the lake bottom. The embankments shall be maintained by each applicable Owner so that the grass, planting or other lateral support shall prevent erosion of the embankment of the lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the ARC. If the Owner required to maintain the embankment fails to maintain such embankment as part of his landscape maintenance obligations in accordance with the foregoing, the Association and its agent or representative shall have the right, but not the obligation, to enter upon such Owner's property to perform such maintenance which may be reasonably required, all at the expense of the appropriate Owner.

3. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management Systems for access to operate, maintain or repair such systems. This easement shall provide the Association with the right to enter upon any portion of a Residential Lot which is adjacent to or a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District permit. In addition, 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 St. Johns Water Management District.

ARTICLE VIII Easements

1. Reservation of Easements. Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer and water lines and other public conveniences or utilities on, in and over the Common Areas.

2. Drainage Easements. Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainage swales for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install utilities and maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements on the Property unless such improvements are restored to their condition

prior to such disturbance promptly thereafter. Except as provided herein, the existing drainage system shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

3. Additional Easements. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the property owned by Declarant. In addition, Declarant hereby reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as Declarant shall own any portion of the Property. The easements and rights-of-way granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas.

4. Cable Television Easement. Declarant reserves for itself an exclusive easement for the installation and maintenance of radio and television cables within Common Areas and the rights-of-ways and easement areas referred to herein.

5. Encroachments. Declarant may grant individual Owners the right to encroach upon easements or Common Areas where necessary for the preservation of trees or the maintenance of overall aesthetics in the community.

ARTICLE IX Rights of Mortgagees

1. Rights of Mortgagees. Upon written request to the Association identifying the name and address of a mortgagee, such mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of the assessments or charges owed by an Owner of a Residential Dwelling Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains due but unpaid for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of the mortgage holders.

ARTICLE X
Reconstruction or Repair after Casualty

1. Restoration and Repair. In the event that any portion of the Common Areas is damaged or destroyed by casualty, it shall be repaired or restored to substantially the condition prior to the damage or destruction by the Association.

2. Insurance Proceeds. Repair or reconstruction of the Common Areas shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

ARTICLE XI
Restrictions Affecting Residential Lots

1. Residential Use. Each of the numbered lots in the subdivision shall be Residential Lots used for single family dwellings only. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof.

2. Location of Structures. The location of all structures (including building, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.

3. No Sheds, Shacks or Trailers. No shed, shack, mobile home, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.

4. No Offensive Activities. No illegal, obnoxious or offensive activity nor any nuisance whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted therein which will become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property.

5. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the lawn, landscaping and exterior of all buildings and structures on the Residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the lawns cut, landscaping trimmed and the exterior of the improvements painted and in good repair.

6. Pets. No animals or birds shall be kept on the Property for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a Residential Lot for the pleasure of the occupants of the Residential Dwelling Unit built on such lot without the prior written approval of the Board. If, in the opinion of the Board, any animal becomes dangerous or an annoyance or destructive of wildlife, the Association shall have the right to require that such offending animal be removed from the Property. Birds and rabbits shall be kept caged at all times.

7. Clotheslines. No clothes or laundry shall be hung where the same are visible from any street or Residential Lot.

8. Parking. No vehicle shall be parked on any Residential Lot or street on the Property unless such vehicle is operable on the highways of the State of Florida and has a current license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two (2) hour duration. No boat, recreation vehicle, truck or other commercial vehicle shall be parked on a Residential Lot except in areas completely screened in view from the streets and all other Residential Lots.

9. Garages. No garages or outbuildings shall be used as a residence or converted into living space.

10. Amendments or Additional Restrictions. Declarant shall have the right to:

(a) Amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) Amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development, FHA or VA;

(c) Amend these covenants and restrictions for the purposes of curing any ambiguity or inconsistency between the provisions contained herein;

(d) Include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the property being conveyed which do not lower the standards of the covenants and restrictions contained herein;

(e) Release any building plot from any part of the covenants and restrictions which have been violated, (including, without limiting the foregoing, violations of building restriction lines and provisions

hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.

11. Signs. No signs shall be displayed on any Residential Lot except "For Rent" or "For Sale" signs, which signs may refer only to that particular premise for sale or for rent and shall be of materials, size, height and design approved by the ARC. The Association may enter upon any Residential Lot and summarily remove any signs which do not comply with the provisions of this paragraph.

12. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and the five (5) foot strip of land at the rear and the sides of each Residential Lot to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage swales, sewer mains and other suitable equipment for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences and utilities. The Owners of the Residential Lots subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property subject to such privileges, rights and easements. No structure, pavement or other improvement shall be erected on any part of any easement except by Declarant and, in the event any such improvement is placed in said easement by a person other than Declarant, the same shall be removed upon request by the Declarant or the Association at the cost of the Owner of such Residential Lot upon which such easement and improvement are located.

ARTICLE XII General Provisions

1. Legal Action and Violation. If any Owner violates or attempts to violate any of these covenants and restrictions (hereinafter referred to as the "Offending Owner"), Declarant, any Owner or the Association may, upon ten (10) days written notice to the Owner of the offending Residential Lot, prosecute proceedings at law for the recovery of damages against the Offending Owner and maintain a proceeding in equity against the Offending Owner for the purpose of preventing or enjoining all or any such violation or attempted violation. If any improvement exists on any Residential Lot which has not been installed or erected by Declarant or approved by the ARC or if any condition exists which is in violation of these covenants and restrictions, Declarant and the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the Offending Owner, and/or the Board may assess a reasonable fine against such Offending

Owner, which expense or fine (herein called "Special Assessment") shall be payable by such Owner to the Declarant or the Association on demand. Any entry, abatement, correction or removal shall not be deemed a trespass or make the Declarant or Association liable for any damages on account thereof. The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

2. Waiver. The failure of the Association to enforce any covenant, restriction, obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.

3. Attorneys Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys fees of the Association or Declarant in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

4. Severability. All regulations herein contained shall be several and independent. The invalidity of one or more or any part of one shall in no way impair the remaining restrictions or any part thereof.

5. Rights of Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.

6. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association in the manner as provided by the Articles. In the event that the Declaration is approved by the VA or FHA and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the dedication, conveyance or mortgaging of Common Areas, dissolution, merger or consolidation of the Association or amendment of this Declaration shall require the approval of the VA and FHA.

Notwithstanding this or any other provision of this Declaration, any amendment to this Declaration which alters 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 approval of the St. Johns River Water Management District.

7. Enforcement. The St. Johns River Water Management District

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.

8. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted or enforced so as to prevent Declarant, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Declarant or its assigns whatever is necessary convenient or desirable for the development of the Property or the construction of Residential Dwelling Units. Declarant and its assigns shall have the right to construct and use signs, trailers, buildings, model centers, offices and any other improvements as necessary for the construction and sale of Units.

9. Assignment of Declarant Rights. Declarant shall have the sole and exclusive right to assign its rights pursuant to this Declaration provided however, that absent a written assignment by Declarant, any Owner who acquires more than one Residential Lot for the purpose of the development of the Property or the construction of Residential Dwelling Units shall be deemed to have been assigned Declarant's rights pursuant hereto.

10. Conflict. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration shall control and prevail.

11. Additional Provisions. The additional provisions, if any, contained in Exhibit C attached hereto are hereby incorporated in this Declaration.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has set its hand and seal this 31st day of June, 1998.

Signed, sealed and delivered
in the presence of:

BRAYWICK JOINT VENTURE

Gregory G. Matovina
Printed name Gregory G. Matovina

William J. Matovina
Its Managing General Partner

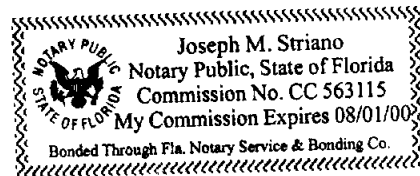
Leslie H. Matovina
Printed name Leslie H. Matovina

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STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day
of June, 1998, by William R. Howell II, Pres. of W.R. Howell Co.,
Managing Gen. Partner of Braywick Joint Venture, being personally known to me.

Joseph M. Striano
Notary Public



My commission expires 8-1-2000

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EXHIBIT "A"

LEGAL DESCRIPTION

All of the lands lying within the plat of Spanish Oaks Unit 1A as recorded in Plat Book 6, Pages 998,00, et. seq. of the current public records of Nassau County, Florida.

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EXHIBIT "B"

COMMON AREAS

The Common Areas shall include the lakes now existing or hereinafter to be erected on the Property or which are part of the Stormwater Management System, the easements described below necessary for the construction, reconstruction and maintenance of the fencing walls, landscaping and signs which may be constructed by Declarant and any other portion of the Property deeded to the Association by the Declarant.

Declarant may erect perimeter fencing, berms, landscaping and signs (hereinafter referred to as the "Entrance") along Barnwell Road, along Willow Oak Lane and along such boundaries of the Property as deemed necessary by Declarant. The Association shall have a five foot (5') easement surrounding the Entrance to maintain it in good condition and shall include in the annual assessments a reasonable reserve for the repair and replacement of the Entrance. No Owner shall remove, damage or alter any part of the Entrance without the approval of the ARC.

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EXHIBIT "C"

ADDITIONAL PROVISIONS

1) "Spanish Oaks Subsequent Phases" or any part thereof as described by Exhibit "D" may be annexed by Declarant without the consent of any other Owner within ten (10) years from the date of recording of this Declaration provided however, that such annexation shall require the approval of FHA and VA.

Any such annexation by Declarant shall be made by filing of record one or more supplemental declarations with respect to the annexed property. Each supplemental declaration shall contain a statement that the property that is the subject of the supplemental declaration constitutes additional property which is to become part of the Property and Common Areas subject to this Declaration. Such supplemental declaration shall be effective upon being recorded in the public records of Duval County, Florida.

In the event that additional property is annexed pursuant to this provision, then such property shall be considered within the definition of Property and Common Areas for purposes of this Declaration and each Owner of a Residential Lot shall be a Class A member of the Association and the votes of each class of members shall be adjusted accordingly. In the event that the Spanish Oaks Subsequent Phases or any part thereof are not annexed as provided herein, then this Declaration shall not be construed as a lien, encumbrance or defect on such property.

EXHIBIT "D"

SPANISH OAKS SUBSEQUENT PHASES

PARCEL TWO

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OFFICIAL RECORDS

A PORTION OF THE MARGARET O'NEIL GRANT, SECTION 39, TOWNSHIP 2 NORTH, RANGE 28 EAST, TOGETHER WITH A PORTION OF THE MARGARET O'NEIL GRANT, SECTION 46, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA.

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWESTERLY CORNER OF LOT 22, PALM BLUFF SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 6, PAGES 6 AND 7 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE RUN SOUTH 10° 48' 59" WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF BARNWELL ROAD, (AS NOW ESTABLISHED AS A 60 FOOT RIGHT OF WAY), A DISTANCE OF 108.48 FEET; THENCE RUN SOUTH 20° 53' 23" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 194.39 FEET; THENCE RUN SOUTH 11° 26' 37" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 489.20 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 78° 34' 07" EAST, DEPARTING FROM SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 169.90 FEET; THENCE RUN SOUTH 11° 25' 53" WEST, A DISTANCE OF 3.44 FEET; THENCE RUN SOUTH 78° 34' 07" EAST, A DISTANCE OF 120.00 FEET; THENCE RUN SOUTH 11° 25' 53" WEST, A DISTANCE OF 300.00 FEET; THENCE RUN SOUTH 47° 23' 49" EAST, A DISTANCE OF 184.39 FEET; THENCE RUN SOUTH 14° 23' 47" WEST, A DISTANCE OF 159.58 FEET; THENCE RUN SOUTH 61° 31' 14" EAST, A DISTANCE OF 28.64 FEET; THENCE RUN SOUTH 70° 35' 39" EAST, A DISTANCE OF 98.01 FEET; THENCE RUN SOUTH 45° 22' 37" EAST, A DISTANCE OF 30.10 FEET; THENCE RUN SOUTH 56° 51' 43" EAST, A DISTANCE OF 35.01 FEET; THENCE RUN SOUTH 49° 52' 44" EAST, A DISTANCE OF 37.31 FEET; THENCE RUN SOUTH 77° 40' 01" EAST, A DISTANCE OF 41.19 FEET; THENCE RUN SOUTH 17° 18' 03" WEST, A DISTANCE OF 8.33 FEET; THENCE RUN SOUTH 61° 31' 14" EAST, A DISTANCE OF 300.00 FEET; THENCE SOUTH 28° 28' 46" WEST, A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 61° 31' 14" WEST, A DISTANCE OF 13.68 FEET; THENCE RUN SOUTH 28° 28' 46" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN SOUTH 28° 16' 13" WEST, A DISTANCE OF 240.00 FEET; THENCE RUN SOUTH 28° 28' 46" WEST, A DISTANCE OF 278.17 FEET; THENCE SOUTH 07° 17' 21" WEST, A DISTANCE OF 202.01 FEET; THENCE RUN NORTH 82° 42' 39" WEST, A DISTANCE OF 5.05 FEET; THENCE RUN SOUTH 07° 17' 21" WEST, A DISTANCE OF 120.00 FEET; THENCE RUN NORTH 82° 42' 39" WEST, A DISTANCE OF 101.86 FEET; THENCE RUN SOUTH 89° 37' 26" WEST, A DISTANCE OF 496.58 FEET; THENCE RUN NORTH 11° 43' 49" WEST, A DISTANCE OF 0.43 FEET TO A POINT OF CURVE BEING CONCAVE EASTERLY, HAVING A RADIUS OF 125.00 FEET; THENCE NORTHWESTERLY ALONG AND WITH THE ARC OF SAID CURVE, A CHORD BEARING AND DISTANCE OF NORTH 09° 06' 57" WEST, 11.40 FEET TO A POINT ON SAID CURVE; THENCE RUN NORTH 89° 10' 25" WEST, A DISTANCE OF 161.88 FEET; THENCE RUN SOUTH 00° 22' 34" EAST, A DISTANCE OF 25.09 FEET TO A POINT LYING ON THE DIVISION LINE OF SECTION 46, TOWNSHIP 3 NORTH, RANGE 28 EAST AND SECTION 39, TOWNSHIP 2 NORTH; THENCE RUN SOUTH 89° 37' 26" WEST ALONG SAID DIVISION LINE, A DISTANCE OF 461.95 FEET TO A POINT LYING ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF BARNWELL ROAD; THENCE RUN NORTH 26° 55' 39" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1072.78 FEET; THENCE NORTH 27° 03' 03" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 466.47 FEET; THENCE RUN NORTH 11° 26' 37" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 463.93 FEET TO THE POINT OF BEGINNING. Less and except all of the lands described by Exhibit "A".

SPANISH OAKS (REMAINING LANDS):

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OFFICIAL RECORDS

A parcel of land being a portion of the Margaret O'Neil Grant, Section 39, Township 2 North, Range 28 East, together with a portion of the Margaret O'Neil Grant, Section 46, Township 3 North, Range 28 East, Nassau County, Florida, said parcel of land being more particularly described as follows: For a Point of Beginning, BEGIN at the Southwesterly corner of Lot 22, Palm Bluff Subdivision, as shown on the plat thereof, recorded in Plat Book 6, Pages 6 and 7 of the Public Records of said Nassau County and run thence North $89^{\circ}46'54''$ East, along the South line of said Palm Bluff Subdivision, a distance of 1,188.20 feet to a point; run thence South $14^{\circ}13'05''$ East, a distance of 1,207.15 feet to a found $\frac{1}{2}$ inch iron pipe, PLS 1558 ; continue thence South $14^{\circ}13'05''$ East, a distance of 163 feet, more or less, to a point on the approximate Mean High Water Line of the Amelia River, and hereinafter referred to as Reference Point "A";

Return to the Point of Beginning and run thence along the Easterly right of way line of Barnwell Road (a 60 foot right of way as now established) the following five (5) courses and distances: Course No. 1: South $10^{\circ}50'01''$ West, a distance of 108.42 feet to a point; Course No. 2: South $20^{\circ}53'05''$ West, a distance of 194.47 feet to a point; Course No. 3: South $11^{\circ}26'44''$ West, a distance of 953.17 feet to a point; Course No. 4: South $27^{\circ}05'03''$ West, a distance of 466.42 feet; Course No. 5: South $26^{\circ}53'39''$ West, a distance of 65.50 feet to a point on the Northerly boundary of Spanish Oaks Unit 1-A as recorded in Plat Book 6, Pages 99 and 100 of the Public Records of said Nassau County, Florida; run thence along the Northerly boundary of said Spanish Oaks Unit 1-A, the following 10 courses and distances: Course No. 1: South $62^{\circ}56'57''$ East, a distance of 119.86 feet; Course No. 2: North $27^{\circ}03'03''$ East, a distance of 47.43 feet to a point; Course No. 3: South $62^{\circ}56'57''$ East, a distance of 170.00 feet to a point; Course No. 4: North $27^{\circ}03'03''$ East, a distance of 64.37 feet to a point; Course No. 5: South $62^{\circ}56'57''$ East, a distance of 120.00 feet to a point; Course No. 6: North $27^{\circ}03'03''$ East, a distance of 61.64 feet to a point; Course No. 7: South $62^{\circ}56'57''$ East, a distance of 50.00 feet to a point; Course No. 8: North $27^{\circ}03'03''$ East, a distance of 87.53 feet to the point of curvature of a curve leading Northerly; Course No. 9: thence Northerly along and around the arc of a curve being concave Southeasterly, having a radius of 125.00 feet, through a central angle of $03^{\circ}43'16''$ to the right, an arc distance of 8.12 feet, said arc being subtended by a chord bearing and distance of North $28^{\circ}54'41''$ East, a distance of 8.12 feet; Course No. 10: South $61^{\circ}31'14''$ East, a distance of 534.89 feet to a point; run thence along the Easterly boundary of said Spanish Oaks Unit 1-A, the following five (5) courses and distances: Course No. 1: South $28^{\circ}16'13''$ West, a distance of 120.00 feet to a point; Course No. 2: South $28^{\circ}28'46''$ West, a distance of 278.17 feet to a point; Course No. 3: South $07^{\circ}17'21''$ West, a distance of 202.01 feet to a point; Course No. 4: North $82^{\circ}42'39''$ West, a distance of 5.05 feet to a point; Course No. 5: South $07^{\circ}17'21''$ West, a distance of 116.38 feet to a point on the Southerly boundary of said Spanish Oaks Unit 1-A; run thence along the Southerly boundary of Spanish Oaks Unit 1-A the following five (5) courses and distances: Course No. 1: North $84^{\circ}44'45''$ West, a distance of 101.93 feet to a point; Course No. 2: South $89^{\circ}37'26''$ West, a distance of 496.58 feet to a point; run thence North $11^{\circ}43'49''$ West, a distance of 0.43 feet to a point on the arc of a curve leading Northerly; Course No. 3: thence Northerly along and around the arc of a curve being concave Easterly, having a radius of 125.00 feet, through a central angle of $05^{\circ}13'43''$ to the right, an arc distance of 11.41 feet to a point, last said arc being subtended by a chord bearing and distance of North $09^{\circ}06'57''$ West,

11.40 feet; Course No. 4: North 89°10'25" West, a distance of 161.88 feet; Course No. 5: South 00°22'34" East, a distance of 25.09 feet to the Southeast corner of said Lot 25, Spanish Oaks Unit 1-A; run thence North 89°37'26" East, along an Easterly prolongation of the Southerly line of said Spanish Oaks Unit 1-A, a distance of 40.20 feet; run thence South 04°05'25" West, a distance of 1315.81 feet to a point; run thence South 87°37'33" East, a distance of 1,718.66 feet to a found 5/8 inch rebar, PLS 1558, hereinafter referred to as Reference Point "B"; continue thence South 87°37'33" East, a distance of 15 feet, more or less, to the approximate Mean High Water Line of Amelia River; run thence in a Northerly direction along said approximate Mean High Water Line, a distance of 4,100 feet, more or less, to the aforementioned Point "A".

The lands thus described contain 118 acres, more or less, in area.

MORTGAGEE CONSENT

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OFFICIAL RECORDS

The undersigned NationsBank, N.A.
a national banking ass., the holder of a mortgage recorded in Official
Records Volume 783, Page 415, of the Public Records of Nassau
County, Florida, joins in the execution hereof for the
purpose of consenting to the Declaration of Covenants, Conditions and
Restrictions for Spanish Oaks.

Signed, sealed and delivered
in the presence of:

Teresa Rutland
Printed name Teresa Rutland

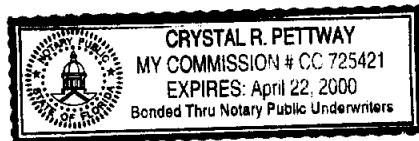
G. Ross McWilliams
Its G. Ross McWilliams
Vice President

Crystal R Pettway
Printed name CRYSTAL R PETTWAY

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day
of JUNE, 1998, by C. ROSS McWILLIAMS, VICE PRESIDENT
OF NATIONSBANK, N.A., being personally known to me.

Crystal R Pettway
Notary Public



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Crystal R Pettway
NOTARY PUBLIC, FLORIDA