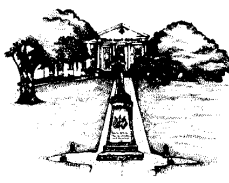


Prepared by and return to:  
Karen C. Hoffman, Esquire  
Hoffman & McGeachy, P.A.  
372 Osceola Avenue  
Jacksonville Beach, Florida 32250



scanned from public records by  
GULLETT TITLE, INC.  
www.GullettTitle.com  
(386) 328-5106

## BARTRAM OAKS

### DECLARATION OF COVENANTS AND RESTRICTIONS

#### ST. JOHNS COUNTY, FLORIDA

WHEREAS, JON B. STUMP and JILL W. STUMP ("Declarant") are the lawful owners of that certain parcel of property in St. Johns County, Florida ("Property"), more particularly described in that plat of BARTRAM OAKS PHASE 1 recorded in Plat Book 33, pages 23, 24, 25, 26 and 27 of the public records of St. Johns County, Florida (the "Plat");

WHEREAS, the Declarant intends that each of the lots shown on the Plat shall be used solely for residential purposes and wishes to place certain covenants and restrictions upon the use of all of the Property described on the Plat for the mutual benefit of all of the owners of lots located thereon, and therefore intends that these covenants and restrictions shall run with title to the Property hereby restricted.

NOW, THEREFORE, the Declarant, for himself and his successors and assigns, hereby restricts the use, as hereinafter provided, of all of the Property included in the Plat, and places upon the Property the following covenants and restrictions, to run with the title to the Property and all portions thereof. The grantee of a deed conveying any lot or lots, parcels or tracts contained within the Property shown on the Plat shall be deemed by the acceptance of such deed to have agreed to observe, comply with and be bound by all these covenants and restrictions as follows:

#### ARTICLE I DEFINITIONS

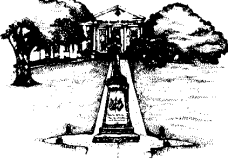
1.1 Additional Property. Additional Property shall mean that real property shown as Phase II and Phase III on the drawing attached hereto as Exhibit "B" which real property may be added to the Property by Supplemental Declaration, and which Additional Property shall then be included in the term "Property".

1.2 Articles. Articles shall mean the Articles of Incorporation of the Association.

1.3 Association. Association shall mean and refer to Bartram Oaks Homeowners Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

1.4 Board or Board of Directors. Board or Board of Directors shall mean the Association's Board of Directors.

1.5 Common Area. Common Area shall mean and refer to all real property (including improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The term Common Area shall also include such additional parcels of the Properties as the Declarant may from time to time designate by filing a declaration in the public records of St. Johns County, Florida describing the additional



Common Area and any covenants and restrictions related thereto.

1.6 Declarant. Declarant shall mean and refer to Jon B. Stump and Jill W. Stump, individually and collectively, or to any successor or assign of all or substantially all of their interest in the development of the Property. The Declarant may also be an Owner for so long as the Declarant shall be the record owner of any Lot.

1.7 Declaration. Declaration or Declaration of Covenants and Restrictions or Covenants and Restrictions shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

1.8 Lot or Lots. Lot or Lots shall mean and refer to the Lots as depicted on the Plat as such shall be amended from time to time.

1.9 Master Plan. Master plan shall mean the conceptual plan for the development of the Property as Phases I, II and III of Bartram Oaks in St. Johns County, Florida as that plan may be amended from time to time.

1.10 Mortgagee. Mortgagee means the owner of any mortgage or secured interest, including without limitation, bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association, Government National Mortgage Association, the Administration of the Veterans Administration or Federal Housing Authority and any other similar insurers and guarantors of mortgages, mortgage brokers or other lenders generally recognized as an institutional type lender or the Declarant holding a mortgage on a Lot.

1.11 Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.12 Property. Property shall mean that certain real property described on Exhibit "A" together with any Additional Property which is added hereto by Supplemental Declaration.

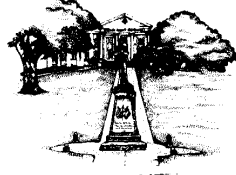
1.13 Supplemental Declaration. Supplemental Declaration shall mean any declaration of easements, covenants, conditions, restrictions and limitations which may be recorded by the Declarant extending the provisions of this Declaration to Additional Property.

**ARTICLE II  
PROPERTY SUBJECT TO THIS  
DECLARATION AND ADDITIONS THERETO**

2.1 Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration consists of that land lying in St. Johns County, Florida, which is more particularly described in Exhibit "A" hereto.

2.2 Annexation. Declarant shall have the right, but not the obligation, for a period of seven (7) years after the date hereof, from time to time and within his sole discretion, to annex property within the Additional Property for the purpose of adding additional Common Areas or Lots to be subject to this Declaration.

2.3 Supplemental Declaration. Any such additions authorized in Section 2.2 shall be made by recording one or more Supplemental Declarations with respect to the land which is annexed. A Supplemental Declaration shall contain the designation of Common Area and the Lots of the land which is annexed. A Supplemental Declaration shall become effective upon being recorded in the public records of St. Johns County, Florida.



**2.4 Effect of Annexation.** In the event that any Additional Property is annexed to the Property Pursuant to the provisions of this Article, such land shall be considered within the definition of the Property for all purposes of this Declaration, and all voting of the Owners hereunder shall be aggregated, it being intended that any voting requirements need not be fulfilled separately for the land which is annexed. Common Areas located within such annexed property shall be conveyed to the Association. All members of the Association shall be obligated to pay a prorata portion of the expenses related to such new Common Areas.

**2.5 Lot Descriptions.** No Lot shall be further subdivided or separated into smaller lots by any Owner ; provided that this shall not prohibit corrective deeds, or similar corrective instruments. Declarant shall have the right to modify subdivision plats of the Property if all Owners to whom Lots on such plat have been conveyed consent to such modification, which consent shall not be unreasonably withheld.

**ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS**

**3.1 Members.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

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

**Class A.** Class A member shall be all Owners, with the exception of the Declarant. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be members. The vote shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B member shall be the Declarant and the Class B member shall be entitled to two (2) 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 the first of any of the following events: (a) when the total vote outstanding in the Class A equals the total votes outstanding in the Class B membership; (b) seven years after the recording of this Declaration; or (c) at such time as the Declarant in his sole discretion determines to terminate the Class B membership. When Class B membership ceases, Declarant shall become a Class A member as to the remaining planned, but unconverted Lots he owns.

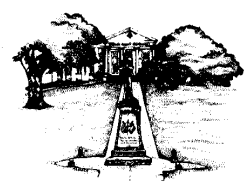
**ARTICLE IV  
OWNER'S RIGHTS**

**4.1 Owner's Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Lot, whether or not the same shall be referred to in any deed conveying title to any Lot, subject to the provisions of the Association's Articles of Incorporation, Bylaws, Rules and Regulations and the following provisions:

(a) The right of the Association to charge assessments and other fees for the maintenance of the Common Area and the facilities and services provided Owners as described herein.

(b) The right of the Association to adopt rules and regulations governing the manner and extent of the use of the Common Area.

(c) The right of the Association to assess fines, suspend the voting rights and



the right to use of the Common Area of an Owner, for any period during which any fine or assessment against his Lot remains unpaid, without waiver or discharge of the Owner's obligation to pay the amount due, and for any other infraction of this Declaration, the Association Bylaws or the Association Rules and Regulations for the duration of the infraction and for an additional period not to exceed thirty (30) days; provided, however, that the Association may not deny an Owner's right of ingress and egress to his Lot.

(d) The right of the Association to dedicate or transfer all or any part of the Common Area, including, but not limited to the Common Roads, to any public agency, authority or utility (public or private) for such purpose and subject to such condition as may be agreed to by the Owners. Provided, however, the granting of an easement or license to a utility company or other service entity shall not constitute a dedication or transfer, requiring approval as aforesaid. Such easement may be granted, relocated or terminated by the Declarant or Association as herein provided.

(e) The right of the Association to mortgage any or all of the facilities constructed on its properties for the purpose of improvements or repairs to such property or facilities upon approval of the Class B member, if any.

(f) The right of the Declarant, and the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Area.

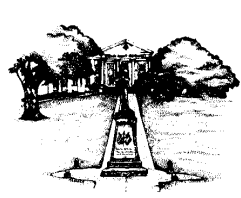
(g) The right of the Declarant or Association to acquire, extend, terminate or abandon easements.

4.2 Damage or Destruction of Common Area By Owner. In the event any Common Area, facilities or personal property of the Association or of the Declarant are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs shall be performed in a good workmanlike manner in conformance with the original plans and specifications of the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

4.3 Title to Common Area. Declarant may retain title to the Common Area until such time as he has completed all improvements thereto. Upon such completion, Declarant hereby covenants that he shall convey the Common Area to the Association subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Declarant shall reserve the right, after conveyance to the Association, to enter upon such Common Area for the purpose of construction of additional facilities, alteration of existing facilities, or the creation of new easements or modification of existing easements, or to exercise any other rights provided for elsewhere herein. Each Owner's obligation to pay Association Assessments shall commence upon the purchase of a Lot, notwithstanding that the Common Area has not been conveyed to the Association.

## ARTICLE V OWNERS ASSOCIATION

5.1 Association Duties and Powers. The duties and powers of the Association shall be those provided for by law or set forth in this Declaration, the Association's Bylaws and Articles of Incorporation together with those duties and powers which may be reasonably implied to effect the purpose of the Association. Without limiting the generality of the foregoing, the Association shall take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to keep the Common Area in good, clean, attractive and sanitary condition, order and repair, to otherwise operate and maintain the drainage ditches and drainage systems, to eliminate



fire, health or safety hazards and to provide such other services or facilities which may be of general benefit to the Owners.

The Association may acquire, hold and own tangible and intangible personal property and may dispose of same by sale or otherwise subject to such restrictions, as may be from time to time provided by the Articles and Bylaws.

5.2 Grassing of Vacant Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event the Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such other things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

5.3 Taxes, Insurance and Bonds. The Association shall at all times pay the real property and ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association.

The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. The insurance policies shall be in the name of the Association and be for the benefit of the Association members and such other parties as the Association deems proper. The insurance policy or policies shall be in such amounts and subject to such conditions and with such provisions as the officers or the Board of Directors may determine, provided the same are not inconsistent with any provision of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable. The sum and extent of such insurance coverage at all times shall meet all requirements, if any, applicable to the Common Area and established by the Veterans Administration, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association.

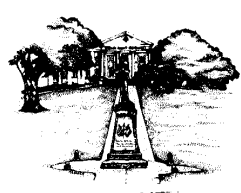
The Association shall obtain such fidelity bonds as it deems necessary, which bonds shall be in effect for all persons handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or as may be required by a Mortgagee.

5.4 Implied Rights. The Association may exercise any of the rights and privileges given it expressly by this Declaration, its Articles or Bylaws, by the laws governing a not-for-profit corporation, and every other right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

## ARTICLE VI COVENANTS FOR ASSESSMENTS

6.1 Creation of Real and Personal Obligations. The Declarant, for each Lot owned within the Property, hereby covenants and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, (a) Annual Assessments or charges, and (b) Special Assessments for capital improvements, such assessments to be established and collected as herein provided. The Annual and Special Assessments together with interest, costs and reasonable attorney's fees, shall be a charge and a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and attorney's fees, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to the successor in title unless expressly assumed by such successor.

6.2 Purpose of Assessments. The Assessment levied by the Association shall be exclusively to promote the recreational, health, safety and welfare of the Owners and



occupants of the Lots and for the improvement and maintenance of the Common Area and for the purpose of enabling the Association (a) to pay all ad valorem taxes assessed against any property, real or personal, or any interest therein owned by or leased to the Association, and to pay any other taxes payable by the Association; (b) to pay for insurance on any buildings, land or other improvements owned by or leased to the Association, and public liability insurance as hereinabove provided; (c) to pay for all of the Association including without limitation, management fees, legal and accounting fees, payroll and general office operating expenses and to any and all other things necessary and desirable in the judgment of the Board of Directors; (d) to keep the property owned or leased by the Association or for which the Association has an obligation to maintain neat and attractive or preserve and enhance the value of the property or to eliminate a fire, health or safety hazard, or which in the judgment of the Board of Directors may be of general benefit to the members of the Association; (e) to repay funds together with interest thereon, borrowed by the Association and used for the purposes referred to herein; and (f) to accumulate reasonable reserves for the foregoing purposes, including deferred maintenance and permitted capital improvements or replacements.

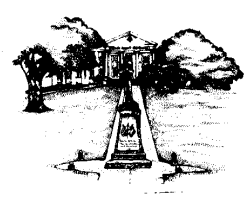
It shall not be necessary for the Board of Directors to allocate or apportion the funds collected pursuant hereto or expenditures therefrom among the various purposes specified herein and the judgment of the Board of Directors and the expenditures of the funds shall be final. The Board of Directors, in its discretion, may hold the funds invested or uninvested and may reserve such portions of the funds as the Board deems advisable for expenditures in the years following the year for which the maintenance assessment was assessed.

**6.3 Annual Assessment.** The Board of Directors shall set the annual assessments at an amount sufficient to meet the Association's obligations. The Board of Directors shall set the date or dates that the annual assessments shall become due, and may provide for collection of the annual assessments annually or in monthly, quarterly or semi-annually installments.

**6.4 Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, extraordinary repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the members who are entitled to vote at a meeting duly called for this purpose or by written consent of two-thirds of the members. Provided, however, if such construction, reconstruction, extraordinary repair or replacement constitutes an emergency for which failure to perform the foregoing shall result in continued damage to the Common Area or shall present a dangerous condition, the Board is empowered to take such action as is necessary and the cost thereof shall constitute a Special Assessment.

**6.5 Special Assessment for Failure to Comply.** In the event that an Owner, or his tenant, fails to perform the maintenance obligations or in any way violates the covenants and restrictions contained herein, or in the event that the Owner, his tenants or invitees damage the Common Area, the Board shall give written notice to the Owner of the failure of compliance, damage or violation and Owner shall have ten (10) days to perform such maintenance, repair the damage or remedy the violation. In the event the Owner fails to comply with the requirements of the Association, the Association may cause the maintenance, violation or repairs to be made and shall assess the Owner for the cost thereof, which cost shall constitute a Special assessment. In the event of a dispute, the Owner shall be entitled to a hearing before the Board if such hearing is requested within ten (10) days of receipt of the written notice. The foregoing Special Assessments are exempt from the requirements of Section 6.3 hereof.

**6.6 Declarant's Assessment.** Notwithstanding any other provisions contained herein or in the Bylaws or Articles, the Declarant shall pay an amount equal to twenty-five



percent (25%) of Annual Assessment for each Lot he owns or the Declarant shall fund the deficit whichever is greater. Upon the termination of the Class B membership, the Declarant shall pay assessments at the same rate as the Class A member.

6.7 Date of Commencement of Annual Assessments; Due Dates. The first Annual Assessment for each Lot shall be adjusted according to the number of months remaining in the calendar year and shall include the total monthly assessment due for the remainder of the then current calendar year plus the total assessment required for one additional calendar year; provided however, that in no event shall the initial levy exceed the assessed amount for eighteen (18) months. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

6.8 Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law, provided, however, such rate shall not exceed the then applicable interest rate permitted by the Veterans Administration if any Lots are subject to a mortgage guaranteed by the Veterans Administration. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot.

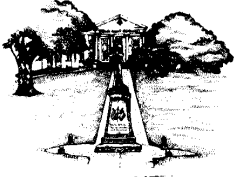
6.9 Subordination of the Lien to Mortgagee. The lien of the Assessments provided for herein shall be subordinate to the lien of any mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of the assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE VII  
ARCHITECTURAL CONTROL COMMITTEE**

7.1 Purpose and Powers. The purpose of the Architectural Control Committee is to assure that the installation, construction and alteration of any structure or improvement on any Lot is in conformity and harmony with the external design and general quality of the neighborhood. To the extent necessary to carry out such purpose, the Architectural Control Committee shall have all of the powers and duties to do each and everything necessary, suitable, convenient or proper for, or in connection with or incidental to the accomplishment of such purpose, including, without being limited to, the power and duty to approve or disapprove plans and specifications for any installation, construction or alteration of any structure or improvement on any Lot.

7.2 Architectural Control Committee. Initially, the Architectural Control Committee shall consist of the Declarant. Thereafter, the Architectural Control Committee shall consist of the Board of Directors.

7.3 Construction Subject to Approval. No structure or improvement shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing structure on any Lot be altered in any way which materially changes the exterior appearance of any Lot, unless the plans and specifications have been submitted and approved in writing by the Architectural Control Committee. Approval shall be granted or denied by the Architectural Control Committee based upon compliance with the provisions of this Declaration, the quality of the workmanship and materials, the harmony



of external design with the surrounding structures, the Architectural Control Committee's design and construction standards in effect from time to time, the effect of the improvements on the appearance of the surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the Architectural Control Committee, will affect the desirability or suitability of the construction. The Architectural Control Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable. Approval or disapproval of applications shall be given to the applicant in writing within thirty (30) days of submission by a potential Lot owner, Owner, the Owner's certified contractor and/or the Owner's manufactured home dealer. Disapproved plans and specifications may be modified and resubmitted for approval only once. The approval of plans and specifications will expire if the improvements are not installed and/or constructed within one hundred eighty (180) days of notice of such approval.

## ARTICLE VIII COVENANTS AND RESTRICTIONS

8.1 Residential Restriction. Each Lot shall be used, improved and devoted exclusively to single family residential use. Each residence on the Lot shall be occupied by no more than one family. Except as herein otherwise provided, no structure shall be erected, altered or permitted to remain on any Lot other than a single family residence. Nothing herein shall be construed to prevent Declarant from using any Lot or portion thereof as a right-of-way for road purposes or for access or utility easements, in which event none of these restrictions shall apply.

8.2 Manufactured Home Restriction. Each residence on any Lot shall be a manufactured home with at least two (2) sections or a conventional single-family dwelling, if an exception is granted by the local zoning authorities. Each manufactured home when placed on a Lot shall be no more than four (4) years old.

8.3 Minimum Square Footage for any Residence. No principal structure shall be erected or allowed to remain on any Lot unless the square footage area thereof, exclusive of screened porches, garages and storage rooms, shall equal or exceed 960 square feet.

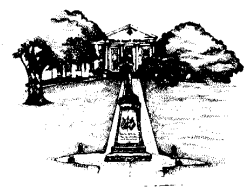
8.4 Set Back for all Structures. No structures, other than attached front porches, decks, carports or garages, shall be located or permitted to remain between the main structure (manufactured home) and the front Lot line. All storage sheds must be behind the main structure (manufactured home) in the rear yard. No structure of any kind shall be located on any Lot nearer than twenty (20) feet to the front Lot line, ten (10) feet from the rear Lot line or eight (8) feet from each side Lot line.

8.5 No Offensive Activities and Conditions. No illegal, noxious or offensive activity shall be permitted or carried on any Lot or part of the Property, nor shall anything be permitted or done which constitutes a nuisance, causes unreasonable noise, is a disturbance to others or unreasonably interferes with other Owners use of their Lot or Lots. No rubbish, debris or any other form of waste of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property or of any Lot. No person shall burn rubbish, garbage, trash, leaves, clippings or any other form of waste on any Lot.

8.6 Use. No immoral, improper or unlawful use shall be made of the Property or any Lot. All laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property or any Lot, shall be complied with.

8.7 Signs. Except as may be required by legal proceedings, no sign of any character shall be displayed or placed on any Lot except "For Rent" or "For Sale" signs, which signs shall be no larger than four (4) square feet.





**8.8 Fences.** All Owners may install and maintain a rear yard fence made of chain link fencing or wooden privacy fence at a maximum height of six (6) feet. The installation and maintenance of the rear yard fence shall be at the expense of each Owner and such expense shall be shared equally by Owners of adjoining Lots. No fence, however, shall be erected, maintained or altered on any Lot without the prior written consent of the Architectural Control Committee.

**8.9 Driveways and Sidewalks.** All Lots are required to have concrete driveways and sufficient concrete parking for two (2) cars. All Lots are required to have at a minimum a three (3) foot wide sidewalk from the concrete driveway to the front entrance to the residence. All concrete work shall conform in construction to the details set forth by the Architectural Control Committee and shall have a "broom finish" and be aesthetically compatible and in harmony with the architectural integrity of the subdivision.

**8.10 Antennae.** No antennae, satellite dish or other device for the transmission or reception of television signals, radio signals or any other form of electromagnetic wave or radiation shall be erected, used or maintained on any Lot or exterior of any construction that is viable from the street without the prior written approval of the Architectural Control Committee. In no event shall freestanding transmission or receiving towers be permitted nor any other such equipment if it causes interference with neighboring electronic systems.

**8.11 Skirting.** All manufactured homes are required to have factory skirting around the entire unit. Back-filling the Lot against a perimeter concrete block skirting is acceptable.

**8.12 Drying.** Outdoor drying of wash of wash must be done in areas that are completely screened from view from adjacent Lots and any street.

**8.13 Storage of Garbage and Trash Receptacles.** All garbage or trash receptacles shall be screened by adequate foliage or fencing from view from adjacent Lots and any streets.

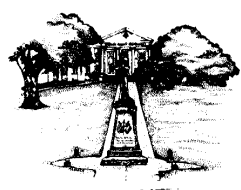
**8.14 Recreational Equipment.** All recreational equipment shall be placed, installed, constructed and maintained only in the rear yard of a Lot, with the exception of basketball goals which may be placed in the side yard of a Lot or along the driveway located on a Lot.

**8.15 Mail Boxes.** No mail box or paper box or other receptacle of any kind shall be located on any Lot unless and until the size, location, design and type of material used for said boxes or receptacles shall have been approved by the Declarant or the Architectural Control Committee.

**8.16 Animals.** Not more than two (2) dogs, cats, birds or rabbits may be kept on a Lot for the pleasure and use of the occupants but not for commercial or breeding use. No Lot may be used for keeping or breeding livestock animals or poultry of any kind. All structures used to house household pets shall be placed on the fenced rear yard of the Lot. If, in the sole discretion of the Declarant or Association, the animal or animals are dangerous or a nuisance or destructive of wild life, they may not thereafter be kept on the Lot. Birds and rabbits shall be caged at all times.

**8.17 Garages.** Garages with garage doors are allowed on all Lots. All garages must comply with the requirements and setbacks of the St. Johns County Building and Zoning Department. Exterior finishes on each garage must match or be compatible with the manufactured home on the Lot.

**8.18 Landscaping.** All Owners must provide a landscape plan which must be approved by the Architectural Control Committee and a minimum of three percent (3%) of the total cost of all improvements on the Lot must be spent toward landscaping. All front yards shall be sodded, with all rear and side yards being seeded.



**8.19 Temporary Buildings.** No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot at any time.

**8.20 Residing Only in Residence.** No trailer, garage, temporary building or building under construction shall be at any time used temporarily or permanently as a residence.

**8.21 Motorist' Vision to Remain Unobstructed.** The Declarant and/or the Association shall have the right, but not the obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial, placed or located on any Lot, if the location of same will, in the sole judgment and opinion of the Declarant and/or Association, obstruct the vision of the motorist upon any of the streets.

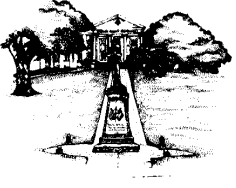
**8.22 Exterior Materials.** Whenever buildings constructed on any Lot are constructed in whole or in part of concrete, concrete blocks or other fabricated masonry block units, such blocks shall be veneered with brick or natural stone, stucco, drivit or other approved material over the entire surface exposed above the finished grade.

**8.23 Maintenance.** Each Owner shall keep and maintain his Lot, whether vacant or occupied, and the exterior of any and all improvements located thereon, neat, attractive and in safe condition. Such maintenance shall including, but not be limited to, painting, repairing, replacing and care for roofs, gutters, downspouts, building exteriors, lighting, trees, shrubs, grass, walks and other exterior improvements. Should any Owner fail to maintain his Lot or the improvements as set forth hereinabove, the Declarant and/or Architectural Control Committee, its agents and representatives, shall, after thirty (30) days written notice to the Owner, be authorized to enter upon the Lot for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds and unsightly growth and to perform such exterior repair and maintenance as the Declarant and/or the Architectural Control Committee deems necessary or advisable for the best interest of the Property and other Owners. Such Owner shall be personally liable to the Association for all direct and indirect costs of such repair and maintenance. The liability for such costs and expenses shall be a lien and charge against such Lot enforceable by the Association in the same manner as other liens for the improvement of real property or by any other appropriate proceeding in law or equity.

**8.24 All Structures to be Approved by the Declarant.** For the purposes of assuring the development of the Property as a residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Declarant reserves the exclusive right and discretion to control and approve the construction of all buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No building, fence, wall, driveway or other structure or improvements, regardless of size or purpose, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until approved in writing by the Declarant.

## ARTICLE IX GENERAL PROVISIONS

**9.1 Duration.** The covenants and restrictions contained in this Declaration, as the same may be amended from time to time, shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owners and their respective legal representatives, heirs, successors or assigns, for a term of twenty-five (25) years after the date that this Declaration is recorded in the public records of St. Johns County, Florida, after which time all of said provisions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners holding seventy-five percent (75%) of the total voting power



in the Association shall have been recorded, agreeing to terminate all of the said provisions as of a specified date, which shall not be earlier than the expiration of an extended term of three (3) years from the date of such recording. Unless this Declaration is terminated in accordance with this paragraph, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

**9.2 Enforcement.** In addition to the enforcement provisions previously set forth in this Declaration, the provisions of this Declaration may be enforced by any Owner, the Association or the Declarant (as long as he holds any interest in the Property) by a proceeding at law or in equity against any person or entity violating or attempting to violate the same, either to restrain violation or to recover damages, or both, and against his or its property to enforce any lien created by this Declaration; provided, however, only the Association and Declarant can enforce the lien provisions hereof and exercise the powers and duties expressly bestowed upon them herein. Failure to so enforce any of these protective covenants and restrictions shall in no event be deemed a waiver of the right to do so at any time thereafter.

**9.3 Declarant May Designate a Substitute.** The Declarant shall have the sole and exclusive right at any time, and from time to time, to transfer and assign to, or to withdraw from, such person, firm or corporation as he shall elect, any and all rights, powers, privileges, authorities and reservations given to or reserved by the Declarant by any part or paragraph of this Declaration. Following such assignment, Declarant shall be relieved of the performance of all duties and obligations hereunder. The term "Declarant" as used herein shall include the person(s) or entity identified on the first page as Declarant and his or its successors or assigns. Upon termination of the Class B membership, all rights of the Declarant, including without limitation the enforcement rights set forth in paragraph 9.2, shall be automatically vested in the Association.

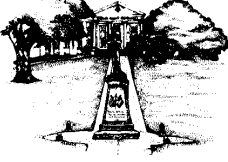
**9.4 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

**9.5 Notices.** Any notice required to be sent to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage prepaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

**9.6 Invalidity.** The invalidity of any part of this Declaration shall not impair or affect in any manner the validity and enforceability of the balance of the Declaration which shall remain in full force and effect. In the event any term or provision of these covenants and restrictions is adjudged invalid, then in lieu thereof shall be substituted a term or provision which is valid and enforceable and is as similar as possible to the one adjudged invalid.

**9.7 Gender and Number.** The use of the masculine gender herein shall be deemed to include to feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**9.8 Amendments.** The Declarant specifically reserves the absolute and unconditional right, so long as he owns any of the Property, to amend this Declaration without the consent or joinder of any party: (i) to cure any ambiguity in or any inconsistency between any provisions; (ii) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages; or (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s).



The Declarant specifically reserves the right to amend this Declaration in any manner without the consent or joinder of any party until the termination of Class B membership so long as: (i) the voting power of existing Owners is not diluted thereby; (ii) the assessments of existing Owners are not increased except as may be as expressly provided for herein; and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Area is materially altered thereby.

This Declaration may be amended at a duly called meeting of the Association wherein a quorum is present if the amendment is adopted by seventy-five percent (75%) of the Class A members and the Class B member, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County, Florida, of a copy of the amendment resolution, signed by the President and Secretary of the Association and the Declarant, if the Declarant is the owner of any of the Lots or Property.

9.9 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, does hereby make this Declaration of Covenants and Restrictions for and has caused this Declaration to be executed this day and year first above written.

Witnesses:

Karen C Hoffman  
Print Name: KAREN C HOFFMAN

Debra C. McBeachy  
Print Name: Debra C. McBeachy

Jon B. Stump  
Jon B. Stump

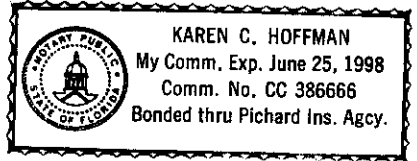
Jill W. Stump  
Jill W. Stump

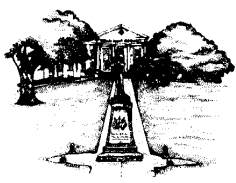
State of Florida  
County of DUVAL

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of Feb., 1998, by Jon B. Stump and Jill W. Stump, who are personally known to me or who produced \_\_\_\_\_ as identification.

Karen C Hoffman  
Notary Public Signature

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





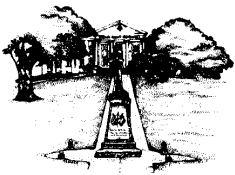
scanned from public records by  
GULLETT TITLE, INC.  
www.GullettTitle.com  
(386) 328-5106

EXHIBIT "A"

LEGAL DESCRIPTION

O.R. 1298 PG 0683

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 27 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00°47'30" WEST, ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 986.36 FEET; THENCE SOUTH 25°04'29" WEST, A DISTANCE OF 131.98 FEET; THENCE SOUTH 50°50'22" WEST, A DISTANCE OF 192.72 FEET; THENCE SOUTH 23°56'13" WEST, A DISTANCE OF 80.69 FEET; THENCE SOUTH 32°02'53" WEST, A DISTANCE OF 85.70 FEET; THENCE SOUTH 43°09'49" EAST, A DISTANCE OF 81.80 FEET; THENCE SOUTH 42°21'51" WEST, A DISTANCE OF 84.80 FEET; THENCE SOUTH 26°29'38" WEST, A DISTANCE OF 42.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 40.86 FEET, MAKING A CENTRAL ANGLE OF 93°38'23" AND HAVING A CHORD BEARING OF SOUTH 02°13'24" WEST AND A CHORD DISTANCE OF 36.46 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 201.53 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.88 FEET, MAKING A CENTRAL ANGLE OF 00°32'08" AND HAVING A CHORD BEARING OF SOUTH 49°18'39" WEST AND A CHORD DISTANCE OF 1.88 FEET TO POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 1620.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 301.47 FEET, MAKING A CENTRAL ANGLE OF 10°39'45" AND HAVING A CHORD BEARING OF SOUTH 44°14'51" WEST AND A CHORD DISTANCE OF 301.04 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.60 FEET, MAKING A CENTRAL ANGLE OF 81°35'17" AND HAVING A CHORD BEARING OF SOUTH 79°42'37" WEST AND A CHORD DISTANCE OF 32.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 45°39'48" WEST, A DISTANCE OF 41.11 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET, A DISTANCE OF 43.27 FEET, MAKING A CENTRAL ANGLE OF 99°09'25" AND HAVING A CHORD BEARING OF SOUTH 06°29'31" EAST AND A CHORD DISTANCE OF 38.06 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE HAVING A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.67 FEET, MAKING A CENTRAL ANGLE OF 00°54'49" AND HAVING A CHORD BEARING OF SOUTH 43°32'36" WEST AND A CHORD DISTANCE OF 3.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44°00'00" WEST, A DISTANCE OF 42.78 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.27 FEET, MAKING A CENTRAL ANGLE OF 90°00'00" AND HAVING A CHORD BEARING OF SOUTH 89°00'00" WEST AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT OF TANGENCY LYING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 13 (A 100 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 46°00'00" EAST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 126.55 FEET TO THE SOUTH LINE OF SAID SECTION 5; THENCE NORTH 89°02'15" EAST, ALONG SAID SOUTH LINE OF SECTION 5, A DISTANCE OF 564.20 FEET TO THE POINT OF BEGINNING.

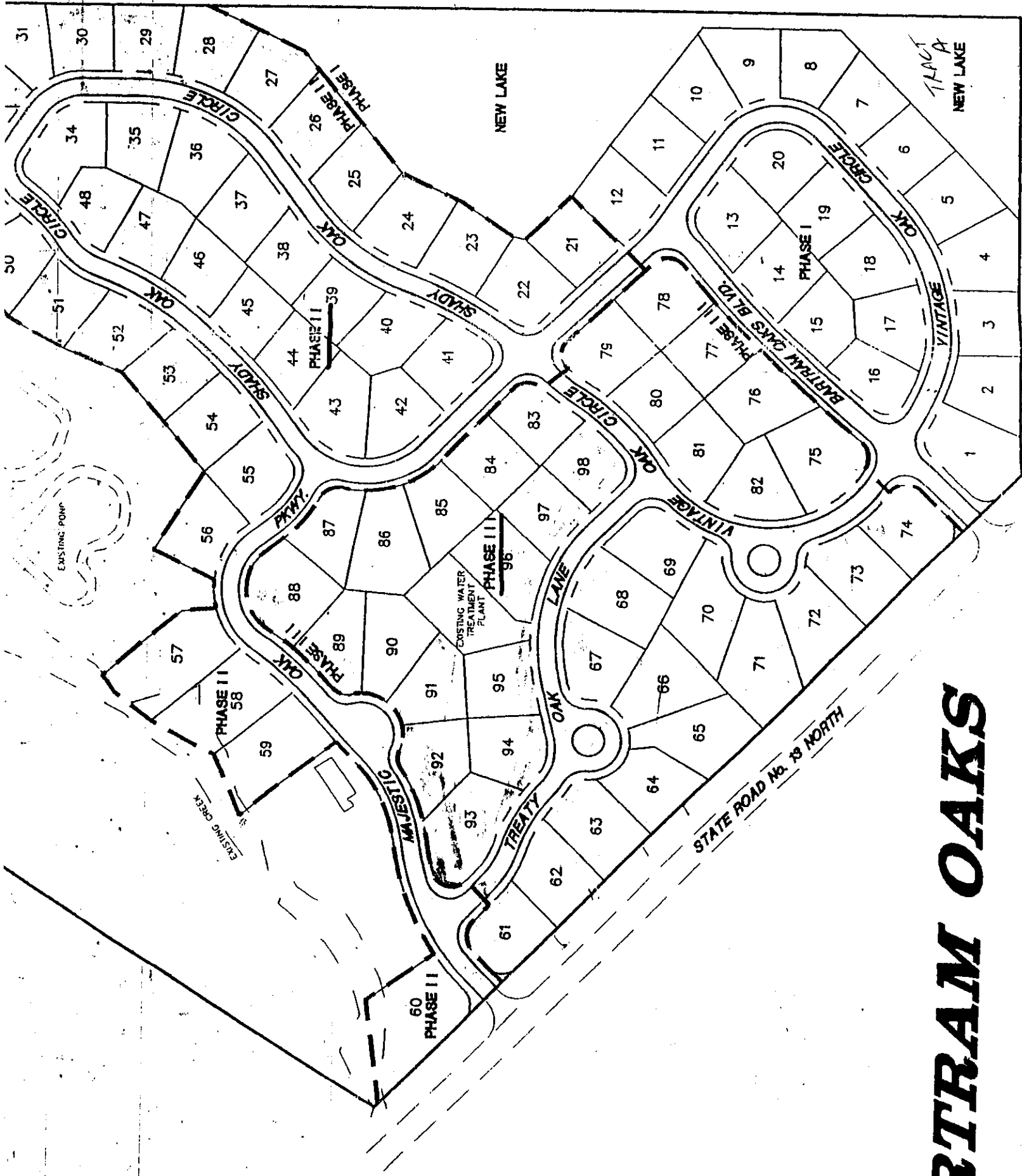


scanned from public records by  
 GULLETT TITLE, INC.  
 www.GullettTitle.com  
 (386) 328-5106

EXHIBIT "B"

Project No.: 9601-10

O. R. 1298 PG 0684



# BARTRAM OAKS