This instrument prepared by:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN-6-91-611

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR LOTS 22 THROUGH 49,

DeLEON MANORS

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THIS DECLARATION, Made as of the date hereinafter set forth, by **LORDSHIP ENTERPRISES, INC.**, a Florida corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the following described real property, situated, lying and being in St. Johns County, Florida; and,

WHEREAS, the following described real property is not subject to any covenants or restrictions of record; and,

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter; and,

WHEREAS, Declarant deems it desirable to create a not-for-profit association to manage the common property, if any, and to provide and maintain street lighting. The association shall own, maintain and administer all the common property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

NOW, THEREFORE, Declarant hereby declares that the following described real property, situate, lying and being in St. Johns County, Florida, to-wit:

> Lots 22 through 49, DeLeon Manors Subdivision, according to plat thereof recorded in Map Book 8, Page 80; being a re-subdivision of Blocks 10, 17 and 18 of Jackson Park, a subdivision recorded in Map Book 3, Page 51, all of the public records of St. Johns County, Florida.

TOGETHER WITH the West 1/2 of that portion of 6th Avenue described and vacated in Resolution recorded in Official Records Book 935, Page 1803, public records of St. Johns County, Florida.

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with said real property and binding on all parties having any right, title or interest in the real property described above, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to DeLeon Manors Homeowners' Association, Inc., its successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.

1.4 "Common Expenses" shall mean and refer to those items of expense for which the Association is, or may be, responsible for under this Declaration and those additional items of expense approved by the owners in the manner set forth in the Declaration, the Articles, or the By-Laws.

1.5 "Common Property" shall mean and refer to those tracts of land deeded to the Association for the common use and enjoyment of the Owners and their guests and invitees and all improvements constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting

general public to the extent permitted by the Board of Directors of the Association, subject to any rules and regulations adopted by the Association, and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.6 "Declarant" shall mean and refer to LORDSHIP ENTERPRISES, INC., a Florida corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

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1.7 "Lot" shall mean and refer to any plot of land, together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein, and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.8 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein, and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.9 "Property" shall mean and refer to that certain real property described on pages 1 and 2 hereof, together with improvements thereon, and any additional contiguous property made subject to this Declaration.

ARTICLE II

PROPERTY RIGHTS

2.1 Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their heirs and assigns and their families, and every guest, tenant, and invitee of such Owner, is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use of any recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(b) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all, or any part, of the Common Property to any public agency, authority, or utility company for the purpose of providing utility or cable television service to the Property, or for purposes of storm water management and the right of the Board to acquire, extend, terminate or abandon such easement.

(c) The right of the Association to sell, convey or transfer the Common Property, or any portion thereof, to any third party other than those described in Subsection (b) for such purposes, and subject to such conditions as may be approved by a majority vote of the Association.

(d) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(e) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owner's rights therein.

(f) The right of the Board of Directors to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

2.2 Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

2.3 The Declarant may convey the Common Property to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but, in all events, prior to the termination of the Class "B" membership. Such conveyance shall be 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. The

Declarant may reserve certain rights to itself for use of the Common Property which are not adverse to the Owners.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 No structures or mobile homes, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, nor shall any exterior addition to or change be made until all construction, grading and landscaping plans and specifications showing the nature, kind, shape, height, color, materials and location of the same and, in the case of mobile homes, the age, size and manufacturer thereof, have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to condition, quality of workmanship and materials, appearance and harmony of external design with existing structures or mobile homes, location of said structure or mobile home with respect to topography and finish grade elevation, and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) days after the Architectural Control Committee acknowledges receipt of such plans.

The approval or disapproval of the Architectural Control Committee as required herein shall be in writing and shall be mailed or delivered to the applicant. In the case of disapproval, the Architectural Control Committee shall include a statement of the reasons for disapproval. Failure of the Architectural Control Committee to give either written approval or disapproval of a submitted plan within ten (10) business days after delivery of the plan, by mailing or delivering such written approval or disapproval to the applicant's last known address, shall operate to release such lot from the Architectural Control provisions of these restrictions as to the submitted plan. Provided, this shall not release the Lot from such Architectural Control provisions as to any revised or future plans for construction or remodeling upon such

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Lot. Construction or installation of approved improvements or mobile homes shall be completed within a period of six (6) months from date of construction or installation is begun. The Architectural Control Committee is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

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ARTICLE IV
USE RESTRICTIONS

4.1 No lot shall be used for any purpose except residential. No structures other than one (1) double-wide mobile home may be constructed or installed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the mobile home.

4.2 No structures or mobile homes shall be erected less than twenty feet (20') from the front lot line, ten feet (10') from the rear lot line, or less than eight feet (8') from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

4.3 No fence shall be permitted upon any lot which is over six feet (6') in height. All fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. No fences may be installed from the front of a residence to front lot line.

4.4 No junked, wrecked or abandoned vehicles of any kind, including trailers, may be kept or parked in the street or on any lot. A vehicle without tires or wheels shall be considered junked or abandoned for purposes of this paragraph.

4.5 No livestock, poultry or animals of any kind or size shall raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such

pets over ten (10) weeks old shall not exceed four (4) in number. No such pets shall be allowed on the Property other than on the lot of the owner of such pets, unless confined to a leash.

4.6 Clotheslines shall be installed in the rear yard out of view of the street.

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4.7 Nothing shall be done or maintained upon the Property, or any lot, which may be or may become an annoyance or nuisance. Any activity on a lot which interferes with television, cable or radio reception on another lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, and the written decision of the board shall be depositive on such dispute or question.

4.8 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence or storage facility, either temporarily or permanently.

4.9 No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage and other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot.

4.10 No sign of any kind shall be displayed on any lot except approved signs showing the owner's name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area. All the above signs must be approved by the Architectural Control Committee.

4.11 No satellite dishes shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until such screening has been approved by the Architectural Control Committee.

4.12 All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No living tree of a diameter in excess of six feet (6') at chest height may be removed from a lot

without the approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a site plan showing the location of such trees.

4.13 All fuel tanks to be installed on a lot shall either be placed underground or be located in the rear of the lot and enclosed in a manner approved by the Architectural Control Committee.

4.14 All pumps and piping installed on lots for water systems shall be underground, or, if above ground, shall be enclosed in a structure which is in conformity with the residence and approved by the Architectural Control Committee. All wells installed on the Property shall be installed in compliance with governmental regulations.

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ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a lot, including Declarant, shall be a member of the DeLeon Manors Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.a Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members, and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

5.2.b Class "B" member shall be Declarant who shall be entitled to exercise five (5) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes

outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

6.1 Declarant hereby covenants for each lot within the Property, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments or capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

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6.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the Property, and for the improvement and maintenance of all Common Property, if any, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all Common Property and common roads, and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation, or By-Laws.

6.3 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, reconstructions, repair or replacement of a capital improvement on the Common Property, if any. Any such assessment must be approved by a majority of each Class of members who

are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

6.4 The annual assessments authorized herein shall commence as to each lot on the earlier of the date a Certificate of Occupancy or move-on permit is issued for a residence or mobile home constructed or installed thereon, or within twelve (12) months from the date such lot is conveyed to the owner by Declarant. The amount of the initial annual assessment is $_____, which shall be payable either in monthly installments of $_____ each commencing on the date specified above or in one (1) annual installment. All of such assessments shall be due and payable on the first day of each month. Provided, commencing on January 1, 1993, the Board of Directors of the Association shall fix the amount of the annual assessment against each lot for the coming year, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any lots which it owns, shall not be liable for assessments so long as it funds any deficit in the operating expenses of the Association. Provided further, in its sole discretion, Declarant may at any time commence paying assessments as to lots owned by it and thereby automatically terminate its obligation for any deficit in the operating expenses of the Association.

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6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and, if not, the amounts owned therefor.

6.6 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment, together with interest from the due date at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney's fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided

herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due, and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

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6.7 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A 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 assessment lien as to payments which become 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

EASEMENTS

7.1 For so long as Declarant is a Class "B" member, Declarant reserves the right, without further consent from any other lot owners, to grant to any public utility company, municipality or other governmental unit, water or sewage company, or cable television company, or to any other person or entity, easements for utilities and street lighting in and over a five foot (5') strip of land located parallel to and along all side lot lines and a ten foot (10') strip of land located along and adjacent to all front and rear lot lines, for all purposes, including the right to erect or lay, or cause to be erected or laid, constructed, maintained, removed or repaired, all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines, and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or

governmental authority, be deemed necessary or advisable. Any purchaser, by accepting a deed to any lot, does thereby waive any claim for damages against Declarant, its successors or assigns, incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby. Septic tanks, drain fields or wells may be installed within easements located adjacent to side or rear lot lines, provided they do not interfere with existing pipes, poles, lines or drainage structures.

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ARTICLE VIII

GENERAL PROVISIONS

8.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating, or attempting to violate, any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and Court costs at all levels of the proceedings.

8.2 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.3 Any failure of the Declarant or lot owners, their successors, heirs or assigns, to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The Declarant reserves, and shall have, the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the Property, or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

8.5 The power to alter, amend, or vary these covenants and restrictions be recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later.

8.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2021. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

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IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be executed in its name by its President, and its corporate seal to be hereunto affixed, all on this 7 day of August, 1992.

Signed, sealed and delivered in the presence of:

Witness

Witness

LORDSHIP ENTERPRISES, INC.

By
Frank W. Pepe, Sr., Its President

464 Park Boulevard
Stratford, Connecticut 06497

STATE OF NEW JERSEY

COUNTY OF Atlantic

The foregoing instrument was acknowledged before me this 7th day of August, 1992, by FRANK W. PEPE, SR., as President of LORDSHIP ENTERPRISES, INC., a Florida corporation, who is personally known to me or who has produced [illegible] as identification, and who did (did not) take an oath.

Name of Notary
Notary Public, State of New Jersey
My Commission Number is
My Commission expires

BARBARA L. VOGL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 24, 1996