

Recorded in Public Records St. Johns County, FL
Clerk # 92019025 O.R. 946 PG 1484 03:36PM 06-26-92
Recording 61.00 Surcharge 8.00 Doc Stamp 0.60
REV. 5/13/92

GRANT OF EASEMENTS

15 MC 4148
5 x 7 1/2 500
Doc 609

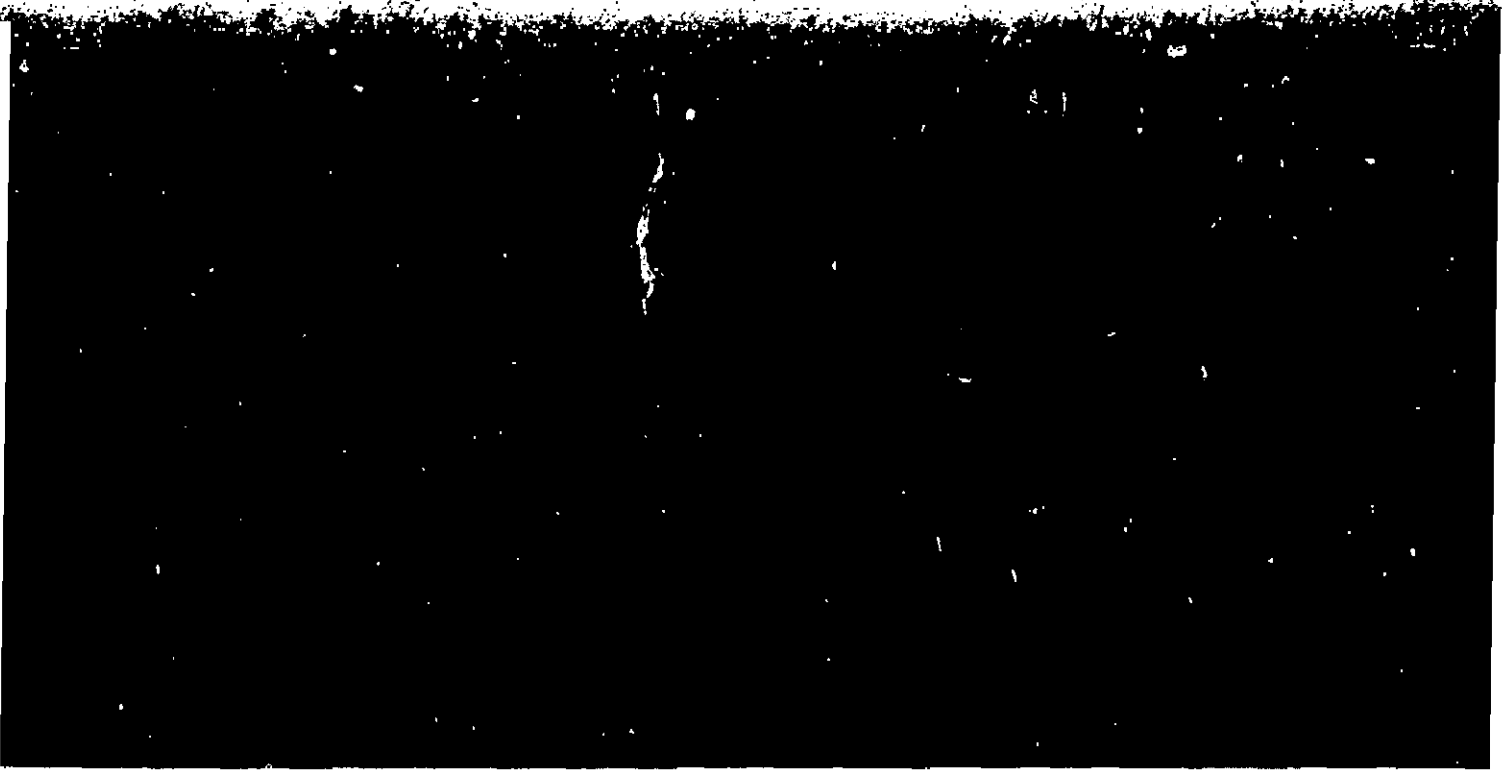
THIS GRANT OF EASEMENTS is executed by and between **J. R. BROWN DEVELOPMENT CORP.**, a Florida corporation, **J. R. BROWN INVESTMENT PROPERTIES, INC.**, a Florida corporation, **J. R. BROWN, SR.**, as Trustee under Agreement dated October 3, 1990, **J. RANDOLPH BROWN, JR.** and **JANE C. BROWN** (collectively "Brown"), **E. PAUL NELSON, KATHLEEN A. NELSON** and **LILLIAN M. YOST** (collectively "Nelson and Yost", Brown, Nelson and Yost are herein referred to as the "Present Owners"), and **LAKE KATHRYN HOMEOWNERS ASSOCIATION, INC.**, ("Association"), a Florida non-profit corporation, effective the 14 day of MAY, 1992.

RECITALS

A. Brown is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Brown Lakefront Property") which is included in the subdivision known as Kathryn Oaks, according to the plat thereof recorded in Map Book 26, pages 1 through 5 of the current public records of St. Johns County, Florida (the entire subdivision being herein referred to as "Kathryn Oaks").

B. Nelson and Yost are the owners of the real property more particularly described on Exhibit B attached hereto and made a part hereof (the "Nelson and Yost Property") which is located within Kathryn Oaks. Together, the Present Owners own all of Kathryn Oaks.

580



O.R. 946 PG 1485

C. The Association is the owner of the real property more particularly described on Exhibit C attached hereto and made a part hereof (the "Lake Parcel").

D. The Present Owners have requested the Association grant Brown and Nelson certain specified easements for the benefit of the Brown Lakefront Property, and for Lake Kathryn as a whole (including the Nelson and Yost Property), for the purposes more particularly described hereafter, and the Association has agreed to grant such easements subject to the terms, provisions and conditions hereof.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, the Present Owners and the Association hereby agree as follows:

1. Subject to the conditions and restrictions set forth herein, the Association hereby grants to Brown for the benefit of the Brown Lakefront Property, a perpetual and non-exclusive easement over, upon and across the easternmost seventy feet (70') of the Lake Parcel for purposes of allowing Brown and future owners of the Brown Lakefront Property, or any portion thereof, the right to construct docks, bulkheads, terraces, decks, gazebos or similar structures within the Lake Parcel. Any such dock, bulkhead, terrace, deck, gazebo or similar structure shall be constructed so that it does not extend more than twenty feet (20') into the lake

located within the Lake Parcel, as measured from the water's edge as of the date of commencement of construction thereof. Not more than one (1) dock shall be constructed upon or adjacent to any individual Lot within the Brown Lakefront Property, except two (2) docks may be constructed upon or adjacent to Lot 5. Further, all such docks, bulkheads, terraces, decks, gazebos and similar structures shall be constructed so as to be architecturally and visually compatible with docks, bulkheads, terraces, decks and gazebos previously constructed within the Lake Kathryn Subdivision more particularly described in Map Book 20, pages 24 through 27 of the current public records of St. Johns County, Florida, and which are in existence as of the date of this instrument.

2. The owner or owners of any portion of the Brown Lakefront Property on which a dock, bulkhead, terrace, deck, gazebo or similar structure is located, in whole or in part, or the owner or owners of any portion of the Brown Lakefront Property which is served by a dock, bulkhead, terrace, deck, gazebo or similar structure located in whole or in part within the Lake Parcel, and their respective heirs and assigns, shall by owning or accepting a conveyance of any portion of the Brown Lakefront Property, agree to indemnify, defend and hold harmless the Association, for and against any and all claims or liability arising out of the construction, maintenance or existence of such dock, bulkhead, terrace, deck, gazebo or similar structure within the Lake Parcel, during the period of time such owner shall own a portion of the

Brown Lakefront Property. The obligations to indemnify, defend and hold harmless the Association created hereby shall run with title to the applicable portion or portions of the Brown Lakefront Property. Upon any conveyance of any portion of the Brown Lakefront Property, the seller of same shall remain obligated pursuant to this paragraph 2 for any claims arising prior to such conveyance, and the buyer shall become liable hereunder only for claims arising after the date of such conveyance.

3. The Association hereby grants to the Present Owners for the benefit of all of Kathryn Oaks, a perpetual and non-exclusive easement for drainage over, upon, and into the Lake Parcel. All drainage of storm and surface waters from Kathryn Oaks into the Lake Property shall occur in accordance with all permits issued by the St. Johns River Water Management District, and other federal, state, and local governmental authorities having jurisdiction from time to time.

4. The Association hereby grants to Brown for the benefit of the Brown Lakefront Property a perpetual and non-exclusive easement over, upon, and across that portion of the Lake Parcel located to the east of the easternmost water's edge of the lake located within the Lake Parcel, as such water's edge may exist from time to time, for the purposes of allowing Brown and future owners of the Brown Lakefront Property, or any portion thereof, the right to maintain such portions of the Lake Parcel in a manner consistent with the maintenance of the portions of the Brown Lakefront Property located

immediately to the east thereof. All such maintenance shall further be performed in a manner consistent with landscape maintenance currently being performed within the Lake Kathryn subdivision located adjacent to the Lake Parcel, and in accordance with all applicable covenants and restrictions which are applicable to the Brown Lakefront Property from time to time.

5. This instrument may be amended only by a writing duly approved and executed by the Association and Brown or their successors or assigns, as applicable.

6. This instrument shall be binding upon, and shall inure to the benefit of, the Association, the Present Owners and their respective successors, heirs and assigns.

IN WITNESS WHEREOF, the Present Owners and the Association have each executed this instrument as of the date first written above.

Signed, sealed and delivered
in the presence of:

Lindsey D. Greer
Laurie R. Patterson

J. R. BROWN DEVELOPMENT
CORP.,
a Florida corporation

By: J.R. Brown Jr.
J. R. Brown, Jr.
Its: President

(CORPORATE SEAL)

J. R. BROWN INVESTMENT
PROPERTIES, INC.,
a Florida corporation

By: J.R. Brown Sr.
J. R. Brown, Sr.
Its: President

[CORPORATE SEAL]

O.R. 946 PG 1489

Lindsey D. Greene
Lauren R. Patterson

J.R. Brown, Sr.
J.R. BROWN, SR., AS TRUSTEE
UNDER AGREEMENT DATED
OCTOBER 3, 1990

Lindsey D. Greene
Lauren R. Patterson

J.R. Brown, Jr.
J. R. BROWN, JR.

Lindsey D. Greene
Lauren R. Patterson

Jane C. Brown
JANE C. BROWN

Lindsey D. Greene
Lauren R. Patterson

E. Paul Nelson
E. PAUL NELSON

Lindsey D. Greene
Lauren R. Patterson

Kathleen A. Nelson
KATHLEEN A. NELSON

Lindsey D. Greene
Lauren R. Patterson

Lillian M. Yost
LILLIAN M. YOST

Carylyn M. Thraff
Bernard M. Thraff


LAKE KATHRYN HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: Frank W. Huthmann, Pres.
Its: President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF DUVAL) SS

The foregoing instrument was acknowledged before me this 10th day of June, 1992, by J.R. Brown, Jr., the President of J. R. BROWN DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

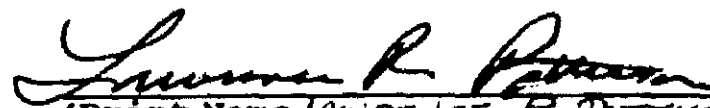

(Print Name LAURENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
Commission No. _____

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded Three Thousand Dollars - Insurance Included

STATE OF FLORIDA)
COUNTY OF DUVAL) SS

The foregoing instrument was acknowledged before me this 10th day of _____, 1992, by J.R. Brown, Sr., the President of J. R. BROWN INVESTMENT PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced June as identification and who did/did not take an oath.


(Print Name LAURENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded Three Thousand Dollars - Insurance Included

[illegible]

The foregoing instrument was acknowledged before me this 15th day of June, 1992, by J.R. BROWN, SR., AS TRUSTEE UNDER AGREEMENT DATED OCTOBER 3, 1990. He is personally known to me or has produced _____ as identification and who did/did not take an oath.

My Commission Expires:

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)


The foregoing instrument was acknowledged before me this 10th day of June, 1992, by J. R. BROWN, JR., individually, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
BIR 302 Form Free from Insurance Inc.

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 10th
day of June, 1992, by JANE C. BROWN, individually,
who is personally known to me or has produced _____
as identification and who did/did not take an oath.

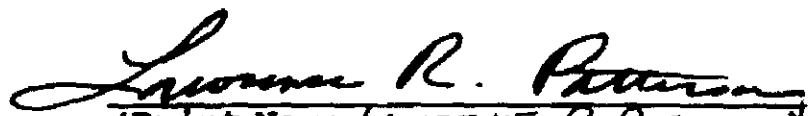

(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded thru Troy Park Insurance Inc.

STATE OF FLORIDA)
) ss
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 10th
day of June, 1992, by E. PAUL NELSON, individually,
who is personally known to me or has produced _____
as identification and who did/did not take an oath.


(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____


My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded thru Troy Park Insurance Inc.

O.R. 946 PG 1493

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

The foregoing instrument was acknowledged before me this 10th day of June, 1992, by KATHLEEN A. NELSON, individually, who is personally known to me or has produced _____ as identification and who did/did not take an oath.



(Print Name) LAWRENCE R. PATTERSON
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded Three Thousand Dollars - Insurance Fee

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

The foregoing instrument was acknowledged before me this 10th day of June, 1992, by LILLIAN M. YOST, individually, who is personally known to me or has produced _____ as identification and who did/did not take an oath.


(Print Name) LAWRENCE R. PATTERSON
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires:

Notary Public, State of Florida
My Commission Expires Feb. 19, 1993
Bonded Three Thousand Dollars - Insurance Fee

O.R. 946 PG 1494

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 14th
day of May, 1992, by FRANK HARTMAN, the
President of LAKE KATHRYN HOMEOWNERS ASSOCIATION,
INC., a not-for-profit corporation, on behalf of the corporation.
He/She is personally known to me or has produced _____
as identification and who did/did not take an oath.

Kathryn B. Hockley
(Print Name KATHRYN HOCKLEY)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. CC 051857

My Commission Expires:
9/30/94

O.R. 946 PG 1495

EXHIBIT A

Lots 1, 2, 3, 5, 7, 9, 10, 11, and 12, Kathryn Oaks according to the plat thereof, recorded in Map Book 26, pages 1 through 5, of the public records of St. Johns County, Florida.

580

O.R. 946 P2 1496

EXHIBIT B

Lot 19, Kathryn Oaks according to the plat thereof, recorded in Map Book 26, pages 1 through 5, of the public records of the St. Johns County, Florida

580

O.R. 946 PG 1497

EXHIBIT C

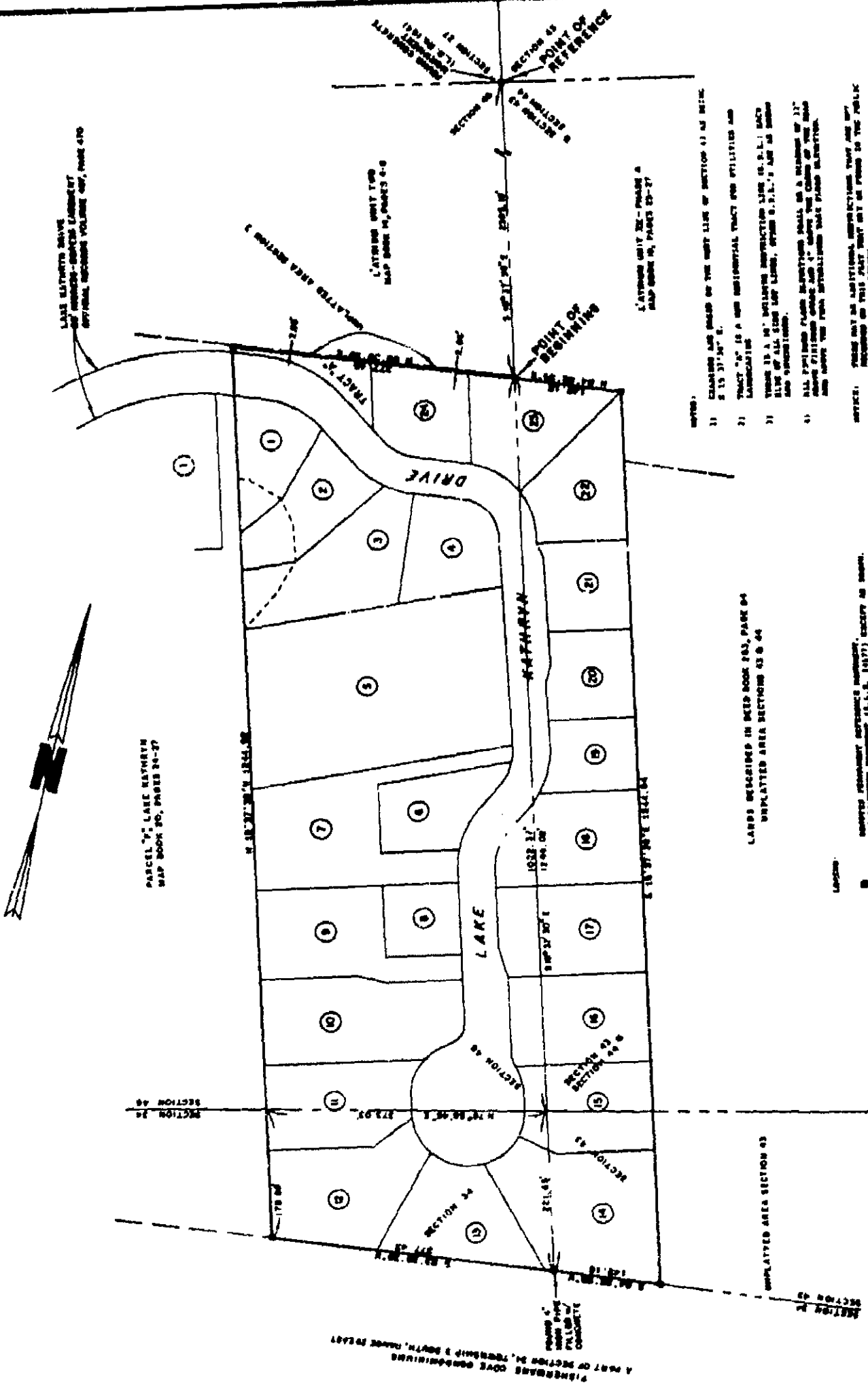
**Parcel F of the Plat of Lake Kathryn recorded in Map Book 20,
pages 24 through 27 of the public records of St. Johns County,
Florida.**

540

MAP BOOK 26, PAGE 3
SHEET 3 OF 5

KATHRYN OAKS

A PART OF SECTIONS 34, 43, 44 & 46, TOWNSHIP 3 SOUTH,
RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA.



THIS MAP AND ANY ADDITIONAL INFORMATION THAT ARE BY
RECORDS ON THIS PLAT THAT ARE IN THE PUBLIC
RECORDS OF THIS COUNTY.

NOTES:

1. THIS MAP SHOWS THE PROPOSED LOTS AS SHOWN ABOVE
AND IS NOT A GUARANTEE OF THE ACCURACY OF THE
MEASUREMENTS OR THE CORRECTNESS OF THE
DESCRIPTORS OF THE LOTS. THE LOTS ARE NOT
TO BE USED FOR ANY PURPOSE OTHER THAN THAT
FOR WHICH THEY WERE DESIGNED. THE LOTS ARE
NOT TO BE USED FOR ANY PURPOSE OTHER THAN
THAT FOR WHICH THEY WERE DESIGNED. THE LOTS
ARE NOT TO BE USED FOR ANY PURPOSE OTHER
THAN THAT FOR WHICH THEY WERE DESIGNED.

SURVIVORE AND ASSOCIATES INC.
SURVEYING & MAPPING
1077 BOURNEPORT DRIVE, NORTH SUITE 101
GAINESVILLE, FLORIDA 32609 (800) 888-1188

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
KATHRYN OAKS**

48 lie 19312450
9xTra 900

THIS DECLARATION, dated APRIL 16, 1992, is made by J. R. BROWN DEVELOPMENT CORP., a Florida corporation, J. R. BROWN INVESTMENT PROPERTIES, INC., a Florida corporation, and J. R. BROWN, SR., AS TRUSTEE UNDER AGREEMENT DATED OCTOBER 3, 1990, J. RANDOLPH BROWN, JR., JANE C. BROWN, E. PAUL NELSON, KATHLEEN A. NELSON, and LILLIAN M. YOST (together, the "Declarants"), the owners of fee simple title to all of the real property included within Kathryn Oaks as described on the plat recorded in Map Book 26, pages 1 through 5, of the public records of St. Johns County, Florida ("Kathryn Oaks"). The Declarants hereby declare that all of Kathryn Oaks is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Declarants and all parties having or acquiring any right, title, or interest in Kathryn Oaks or any part thereof.

**ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION**

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

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

**ARTICLE II
DEFINITIONS**

Section 2.1 Association. Kathryn Oaks Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

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

Section 2.3 Developer. J. R. BROWN DEVELOPMENT CORP., a Florida corporation, and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Property. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to J. R. BROWN DEVELOPMENT CORP. as the Developer of the Property is not intended and shall not be construed to impose upon J. R. BROWN DEVELOPMENT CORP. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase Lots within the Property from J. R. BROWN DEVELOPMENT CORP. and develop and resell the same. Further, by their execution hereof J. R. BROWN INVESTMENT PROPERTIES, INC., and

J.R. BROWN, SR., AS TRUSTEE UNDER AGREEMENT DATED OCTOBER 3, 1990, J. R. BROWN, JR., JANE C. BROWN, E. PAUL NELSON, KATHLEEN A. NELSON, and LILLIAN M. YOST, or any of them, shall in no way be considered the Developer, for purposes of this Declaration.

Section 2.4 Kathryn Oaks, Property or Subdivision. Kathryn Oaks, together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III, hereof less and except any real property released from this Declaration in accordance with the provisions of Article III hereof.

Section 2.5 Lot. Any lot or other parcel, together with improvements, within the Subdivision on which a residence has been or could be constructed.

Section 2.6 Improved Lot. Any Lot upon which improvements have been completed as evidenced by issuance of a certificate of occupancy or equivalent authorization issued by St. Johns County.

Section 2.7 Unimproved Lot. Any Lot which is not an Improved Lot.

Section 2.8 Owner. A person who is a record owner of a Lot.

Section 2.9 Master Association. Sawgrass Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.10 Initial Covenants. The Agreement and Restrictive Covenants recorded in Official Records Book 496, page 29, as amended in Official Records Book 717, page 1497, as amended in Official Records Book 784, at page 209, and as amended in Official Records Book 873, at page 37, all of the current public records of St. Johns County, Florida and as the Initial Declaration may hereafter be amended.

Section 2.11 Common Property. All real or personal property, easements and all other interests in real or personal property (including use rights) owned by the Association or Developer, whether or not located within the boundaries of the Subdivision, held primarily for the common use and enjoyment of the members of the Association. The Common Property specifically includes, without limitation, Tract A and Lake Kathryn Drive, as shown on the plat of the Subdivision. In addition, the Common Property shall specifically include, without limitation, any feeder lines, pumps and additional components serving any common underground irrigation system serving the Common Property and any replacements or additions thereto within the Subdivision, and any traffic control or entry signage, or entry feature and associated landscaping, serving primarily the Subdivision. Finally, until such time as the Developer no longer owns any Lots within the Subdivision, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as Common Property as long as the conditions of Section 3.1 regarding addition of property are met.

Section 2.12 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time), and the portion of the real property immediately adjoining the Property which is located between the rear Lot line and the nearest shoreline of any lake contiguous to or within twenty feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property (or such adjoining real property) contiguous to the Lot which, as a result of the natural configuration of the property or the initial landscaping to be installed by the Developer, is primarily of benefit to such Lot. Any question concerning the

boundary of a Limited Common Area shall be determined by the Association.

Section 2.13 Kathryn Oaks PUD. The lands zoned PUD and designated as the Kathryn Oaks PUD by zoning ordinance No. 91-3 of St. Johns County, Florida, as modified from time to time.

Section 2.14 Surface Water or Stormwater Management System. The system located within the Subdivision 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, Florida Administrative Code.

ARTICLE III
ADDITIONS, DELETIONS, PLATTING

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be contiguous to Property then subject to this Declaration (for purposes of this Section 3.1 property separated only by public or private roads, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the Common Property or shall be subject to a recorded Final Development Plan restricting its use to single family residential purposes when the property is made subject to this Declaration, (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of Association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of Property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of Property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from, this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

Section 3.2 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the Property.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. When the Developer or J. R. BROWN INVESTMENT PROPERTIES, INC. no longer own any lots within the Property or, at

the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Association and the Association shall accept such conveyance. Every member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all roadways and the Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

4.1.5 Each Lot shall be provided access via a driveway within the Common Property. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, his guests, invitees and authorized delivery persons.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 4.2.

Section 4.2 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration to the contrary, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Declaration including, but not limited, to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area without the prior approval of the SACC pursuant to Article IX hereof.

ARTICLE V **THE ASSOCIATION**

Section 5.1 Membership. Each Owner, including the Developer (at all times so long as it owns any part of the Property subject to this Declaration), shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 Classes and Voting. The Association shall have such classes of membership as are set forth in the Articles of the Association.

Section 5.3 Duties and Obligations Re: Common Property.

(a) It shall be the duty of the Association to manage and maintain the Common Property in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the Common Property. The Association shall keep the improvements located on the Common Property, including fixtures and personal property of the Association, insured for the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use as the improvements on the Common Property, including, but not limited to, vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

(b) 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 VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Subdivision other than the Developer hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property, the Surface Water or Stormwater Management System (including all drainage structures located within the Subdivision), and any easements in

favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by, the Association.

Section 6.3 Rate of Assessment. All annual and special assessments shall be at a uniform rate for each Lot subject to assessment.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment which shall not be considered a special assessment levied pursuant to Section 6.6 hereof.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, 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, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Special Provision re: Lots 6 and 8. Notwithstanding any provision of this Declaration to the contrary, Lots 6 and 8 shall be exempt from the payment of any assessments or charges for so long as no residential dwelling unit shall be constructed thereon. At such time as a Certificate of Occupancy or similar evidence of completion issued by a governmental agency having jurisdiction shall be issued for a residential dwelling unit constructed upon Lot 6 or Lot 8, the Owner of the Lot upon which such dwelling unit has been completed shall automatically become obligated to pay assessments and charges on the same basis as all other Lots within the Subdivision. During the period of time that Lots 6 and 8 shall be exempted from the payment of assessments, individual lot assessments shall be based upon a fraction, the numerator of which is one and the denominator of which is the total number of Lots within the Subdivision less the number of Lots which are exempted by this Section 6.7. Thereafter, assessments shall be allocated equally among all platted Lots within the Subdivision.

Section 6.8 Developer's Assessments. During the Development Period (as defined below) the Lots and other parcels within the Subdivision owned by the Developer and J.R. BROWN INVESTMENT PROPERTIES, INC. shall not be subject to any annual, supplemental or special assessment levied by the Association or to any lien for subdivision assessments. During the Development Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of major repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer and J.R. BROWN INVESTMENT PROPERTIES, INC. at assessment rates equal to the budgeted levels. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first lot in the Subdivision to an Owner other than the Developer or J.R. BROWN INVESTMENT PROPERTIES, INC. and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the

Association. Upon the termination of the Developer's agreement to pay operating deficits, the Developer and J.R. BROWN INVESTMENT PROPERTIES, INC. shall become obligated to pay assessments on Lots it owns within the Subdivision on the same basis as other Owners. In no event shall the Developer be obligated to pay for operating deficits of the Association after the Developer no longer owns any Lots within the Subdivision.

Section 6.9 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance, repair or replacement of the Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under this Article VI. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.10 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. Assessments shall be collected in advance on at least a quarterly basis. The payment schedule and due date of any assessments shall be fixed in the resolution authorizing such assessments.

Section 6.11 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6.12 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall secure assessments, interest, and costs of collection which shall specifically include court costs, reasonable attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, which are due and payable when the claim of lien is recorded and which may accrue thereafter and prior to voluntary payment or the entry of a final judgment against the Owner(s). Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, such Assessment shall bear interest from its due date at the highest lawful rate, and the Association may at any time thereafter bring an action in foreclosure and/or a suit on the personal obligation against the owner(s).

Section 6.13 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state

chartered bank, mortgage company, life insurance company, federal or state savings and loan association, real estate investment trust or institutional purchaser its first mortgages in the secondary mortgage market, including, without limitation, Federal National Mortgage Association ("FNMA") which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of the Association and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.14 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charges and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the Common Property.

(c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Except as otherwise provided by this Article VI, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien herein created.

ARTICLE VII MASTER ASSOCIATION AND ASSESSMENTS

Section 7.1 Sawgrass Association, Inc. Pursuant to the terms of the Initial Covenants, each Lot within the Subdivision is subject to payment of assessments to the Master Association.

Section 7.2 Lien Rights. Sawgrass Association, Inc. is entitled to a lien upon each Lot for any unpaid assessments under the Restated Declaration.

Section 7.3 Collection of Master Association Assessments. For the convenience of the Owners, the Board of Directors of the Association may, in its sole discretion, elect and agree to collect assessments due the Master Association from the Owners in the same manner and at the same time as assessments due the Association are collected. Collection of assessments due the Master Association by the Association pursuant to this Section 7.3 shall not in any way limit or impair the respective rights of either the Association or Master Association to enforce collection of assessments as provided in this Declaration and in the Initial Declaration.

ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and

replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the Property upon which such maintenance is performed or, in opinion of the Board, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Declaration or pursuant to the Initial Covenants. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable in all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

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

ARTICLE IX **ARCHITECTURAL CONTROLS**

Section 9.1 Necessity of Architectural Review and Approval. Except for the initial construction of residences, initial landscaping, and related improvements within the Subdivision ("Initial Construction"), no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Control Criteria for the Subdivision (a copy of which is attached hereto as Exhibit C) as the same may be amended from time to time. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications for any proposed improvement to the Subdivision Architectural Control Committee ("SACC") of the Association. The SACC shall approve or disapprove plans and specifications properly submitted within thirty (30) days of such submission. Any plans or change or modification to approved plans shall not be deemed approved by SACC unless a written approval is granted by the SACC to the Owner submitting same or unless the SACC fails to approve or disapprove such plans or modifications within thirty (30) days of their proper submission.

Section 9.2 Subdivision Architectural Control Committee. The architectural review and control functions of the Association shall be administered and performed by SACC, which shall consist of either three (3) or five (5) members who need not be members of the

Association. The Developer shall have the right to appoint all of the members of SACC, or such lesser number as it may choose, for so long as the Developer or J. R. BROWN INVESTMENT PROPERTIES, INC. shall own at least one Lot in the Subdivision. Members of the SACC not appointed by Developer shall be appointed by, and serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of SACC, the Board may appoint at least one (1) architect or landscape architect thereto. A majority of SACC shall constitute a quorum to transact business at any meeting of SACC, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of SACC. Any vacancy occurring on the SACC because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of SACC appointed by Developer.

Section 9.3 Powers and Duties of SACC. The SACC shall have the following powers and duties:

9.3.1 To recommend amendments of the Architectural Control Criteria to the Board. Any amendment of the Architectural Control Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting. Upon approval by the Board, notice of any amendment to the Architectural Control Criteria, including a verbatim copy of such amendment, shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the Architectural Control Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

9.3.2 To require submission to SACC of four (4) complete sets of all plans and specifications signed by the owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The SACC shall also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the SACC to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of SACC shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by decisions of SACC shall have the right to make a written request to the Board, within thirty (30) days of such decisions, for a review thereof. The determination of the Board upon review of any such decision shall be dispositive as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for processing requests for SACC approval of proposed improvements.

Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the SACC.

Section 9.4 Compensation of SACC. Non-professional members of the SACC shall serve without compensation so long as the Developer retains the right to appoint the members of the SACC. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the SACC, and if it elects to do so, it may, at its option, pay reasonable compensation to members of the SACC.

Section 9.5 Review of Initial Construction by Developer. No Initial Construction shall be commenced upon any Lot unless and until the plans, specifications and location of the same have been submitted to, and approved in writing by, the Developer. All plans and specifications shall be evaluated as to visual and acoustical privacy, as to harmony of external design and location in relation to surrounding structures, if any, topography, existing trees and other natural vegetation and as to consistency with the Architectural Control Criteria and provisions of this Declaration.

Section 9.6 Architectural Review Pursuant to Initial Covenants. Under the terms, provisions and conditions of the Initial Covenants, a right of architectural review of Initial Construction was reserved to Arvida/JMB Partners, a Florida general partnership, as assignee of Arvida Corporation. No Initial Construction shall be commenced upon any Lot, unless and until the plans, specifications and location of the same have been submitted, and approved in writing by, Arvida/JMB Partners, its successors and assigns, in accordance with the requirements of the Initial Covenants.

Section 9.7 Variance. The SACC may authorize variances from compliance with any of the architectural provisions of this Declaration or the Architectural Control Criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by at least a majority of the members of the SACC. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or property and particular provisions of this Declaration or the Architectural Control Criteria covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental or municipal authority.

Section 9.8 No Liability. The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Arvida/JMB, the SACC, or their respective agents or employees are for the sole purpose of protecting the aesthetic integrity of the Subdivision and the Sawgrass Country Club. As a result, neither the Developer, Association, Arvida/JMB Partners, the SACC, or their respective agents or employees shall be deemed to express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Arvida/JMB Partners, the SACC, or their respective agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or

withheld by the Developer, Association, Arvida/JMB Partners or their respective agents or employees.

ARTICLE X RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. The model homes may be used to promote the sale of homes located solely within the subdivision. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. With respect to Lots 23 and 24, no dwelling or other building shall be erected, placed or permitted to remain on either building site which exceeds one story. Except as hereafter provided with respect to Lot 5, no Lot shall be divided, subdivided or reduced in size without the prior written consent of the Board of Directors of the Association, in its sole discretion. Lot 5 may be divided into two lots without the prior consent of the Board of Directors. Upon the subdivision of a Lot, assessments for common expenses shall be reallocated among all of the Lots by the Board of Directors, in its sole discretion. Except as hereafter provided with respect to Lots 5 and 7, no dwelling or other building shall be erected, placed or permitted to remain on either building site which does not include at least one (1) full platted Lot according to recorded plats of the Subdivision. With respect to Lot 5, in the event Lot 5 is subdivided into two Lots, a dwelling may be constructed on each of said Lots; provided, however, up to two (2) single family dwellings may be constructed on Lot 5 without necessity of subdividing Lot 5. With respect to Lot 7, either a single family dwelling or a duplex may be erected on Lot 7.

Section 10.2 Lot Coverage. The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel upon which such residence is located.

Section 10.3 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the Developer, and SACC if applicable. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer.

Section 10.4 Setbacks.

10.4.1 Front. Except as hereafter provided with respect to Lots 19 and 20, no dwelling shall be erected within twenty-five (25) feet of the front Lot line. With respect to Lots 19 and 20, no dwelling shall be erected within twenty (20) feet of the front Lot line. With respect to Lot 5, the front setback shall not apply to the greenhouse, utility building, and detached garage which are located within twenty-five (25) feet of the front property line in accordance with the Kathryn Oaks PUD.

10.4.2 Side. Except as hereafter provided with respect to Lot 12 and Lot 5, no dwelling shall be erected within ten (10) feet of any side Lot line or side line of any dwelling parcel. With respect to Lot 12, no dwelling shall be erected within twenty (20) feet of the South side Lot line. With respect to Lot 5, the side setback on the South side of the Lot shall not apply to the greenhouse, utility building and detached garage which are within ten (10) feet of the side property line in accordance with the Kathryn Oaks PUD.

10.4.3 Rear. Except as hereafter provided with respect to Lots 1, 2, 3, 5, 7, 9, 10, 11, 12, 13, and 14, no dwelling shall be erected within ten (10) feet of any rear Lot line

or within any easement area shown on the plat of the Subdivision or reserved in this Declaration. With respect to Lots 1, 2, 3, 5, 7, 9, 10, 11 and 12, no dwelling shall be erected within fifty (50) feet of any rear Lot line or within any easement area shown on the plat of the Subdivision or reserved in this Declaration. With respect to Lots 13 and 14, no dwelling shall be erected within twenty (20) feet of any rear Lot line or within any easement area shown on the plat of the Subdivision or reserved in this Declaration. The rear setback shall not apply to pools, cabanas, gazebos, terraces, decks, docks or similar structures, except as to Lots 13 and 14, where the twenty (20) foot rear setback is also a drainage pipe easement, and except that these structures and improvements shall not be constructed within three (3) feet of a rear yard line, and except that lakefront Lots 1, 2, 3, 5, 7, 9, 10, 11 and 12 shall have no rear yard setback restrictions for lakefront pools, cabanas, terraces, decks, gazebos, docks or similar structures. No structures of any kind shall be constructed within a drainage easement, except that on Lots 1, 2, 3, 5, 11 and 12, pools, cabanas, terraces, gazebos, docks or similar structures shall be allowed within the lake and drainage easement depicted on the plat of the Subdivision.

10.4.4 Measurement of Setbacks. All setbacks shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

Section 10.5 Landscaping. Landscaping shall be installed on each Lot as follows:

10.5.1 Except for landscaping installed by the Developer, a detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques, shall be encouraged. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

10.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 10.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.5.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article VIII of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which shall be collected as provided in Section 8.2 hereof.

Section 10.6 Motor Vehicles and Boats. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot; nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within public view on a

regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by the Developer.

Section 10.7 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.8 Antenna. No aerial, antenna or satellite dish shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in the Subdivision.

Section 10.9 Lakes. Only Arvida/JMB Partners and the Master Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. Arvida/JMB Partners and the Master Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 10.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Article VIII of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the SACC and Arvida/JMB Partners pursuant to the Initial Covenants. The Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Master Association shall have the right to deny such use to any person who in the opinion of the Master Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Master Association.

WITH RESPECT TO WATER QUALITY, WATER LEVELS, WILDLIFE AND LAKE BANKS, SLOPES AND LAKE BOTTOMS, ALL PERSONS ARE REFERRED TO SECTION 14.7 HEREOF.

Section 10.10 Insurance and Casualty Damages. Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on his Lot. In the event of damage or

destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 Trees. No tree or shrub, the trunk of which exceeds six (6) inches in diameter four and one-half (4-1/2) feet above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer, or the SACC if applicable.

Section 10.12 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by SACC.

Section 10.13 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by SACC.

Section 10.14 Lighting. No external lighting shall be installed without the prior approval of SACC. No lighting shall be permitted which alters the residential character of the Subdivision.

Section 10.15 Animals. Dogs shall be kept under control by the Owner at all times and leashed when outside its Owner's dwelling. Animals shall be kept for the pleasure of Owners only and not for any Commercial or breeding use or purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board of Directors shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board of Directors shall specify.

Section 10.16 Maintenance of Lots and Limited Common Areas. With respect to the Improved Lots, no weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Improved Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During construction upon any Lot, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any Property other than the Lot on which construction is proceeding. During construction of the dwelling or other improvements, the Owner will

be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.17 Fences. Except as originally provided by the Developer, or as subsequently approved by the Developer, and the SACC if applicable, no fence, wall or other barrier shall be constructed upon any Lot.

Section 10.18 Additional Restrictions. All dwellings constructed within the Subdivision are also subject to the Architectural Planning Criteria set forth in Exhibit C hereto, as the same may be amended from time to time.

Section 10.19 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.20 Conservation Easement Applicable to Portions of Lots 14, 16, 17 and 18. "Conservation Easement Area" means those portions of Lots 14, 16, 17 and 18 located waterward and to the east of the wetlands jurisdiction line depicted on the plat of Kathryn Oaks.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, F.S., in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention, percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the District, to wit:

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement Areas;

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials;

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas;

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil, or other material substance in such a manner as to affect the surface of the Conservation Easement Areas;

(e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition;

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and

(g) Acts or uses detrimental to such retention of land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The District, its successors or assigns, shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

All owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Area.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this section may be enforced by the District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the District.

All rights and obligations arising hereunder are appurtenances and covenants running with title to the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided this Section 10.20 of this Declaration has been properly recorded in the current public records of St. Johns County, Florida.

ARTICLE XI
UTILITY PROVISIONS

Section 11.1 Water System. The central water supply system provided for the service of the Subdivision shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by the Developer or other supplier thereof and shall maintain and repair all portions of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 11.2 Irrigation System. Irrigation to portions of the Common Property shall be provided by an underground irrigation system, including feeder lines, pumps, wells and other components which system shall form part of the Common Property. The cost of irrigation to the Common Property shall be paid as a portion of the regular annual assessment charged to the Owners pursuant to Article VI hereof. The cost of maintenance and repair of irrigation systems serving individual Lots shall be the sole responsibility of the Owners of such Lots and shall not be included in any assessments imposed by the Association.

Section 11.3 Sewage System. The central sewage system serving the Subdivision shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer improvements and lines located within the boundaries of his Lot except as otherwise provided in this Section 11.3 and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway.

Lots 5 through 20, inclusive, will be served by a low pressure sewer system (the "Low Pressure System"). To arrange for connection to and future use of the Low pressure System, each Owner must make application to the applicable utility supplier and pay for the installation of a receiving and pumping unit (the "STEP Tank") on the applicable Lot. The total estimated cost of such installation as of January 2, 1992 was approximately \$4,000.00. This amount is subject to change at any time without notice. By applying for installation of a STEP Tank, each Owner shall automatically agree to the following:

Section 11.3.1 All electrical wiring, outlets, control and/or warning units, or other appurtenances necessary to the STEP

Tank installation and operation shall be installed according to specifications prescribed by the applicable utility supplier.

Section 11.3.2 Each STEP Tank shall be owned by the utility supplier. Maintenance of each STEP Tank shall be at the sole expense of the utility supplier.

Section 11.3.3 All electrical power required to operate each STEP Tank shall be provided by the Owner of the Lot served thereby, at such Owner's sole expense.

Section 11.3.4 Each Lot shall be kept clear of all shrubbery, trees, fences, interference from pets, or any other obstruction, so as to provide access to the STEP Tank and its component parts by the applicable utility supplier and its authorized representatives.

Section 11.3.5 Safe access to each STEP Tank and all of its component parts, including but not limited to its controls, warning unit, wiring, and discharge piping shall at all times be provided by the Owner of the Lot served thereby.

Section 11.3.6 Each Owner agrees to prevent introduction of any inorganic or non-decomposing materials into the house discharge sewer, which may damage or interfere with the operation of the STEP Tank or Low Pressure System.

Section 11.4 Other Restrictions Applicable to Water and Sewer Systems. Intercoastal Utilities, Inc. ("Intercoastal") and its successors and assigns has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any kind shall be dug or drilled on any one of the Lots or other tracts to provide water for use within the structures to be built thereon, and no potable water shall be used within said structures except potable water which is obtained from Intercoastal, provided however, that nothing herein shall be construed as preventing the digging of a well to be used exclusively for use in the yard or garden of any Lot or tract or to be used exclusively for air conditioning. All sewage from any building must be disposed of through the sewage lines or through the sewage lines and disposal plant owned or controlled by Intercoastal. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. Intercoastal is hereby given the right and power to enforce the provisions of this paragraph against any person who violates the provisions hereof. All of the rights, conditions, obligations and liens to which the Property is subject relating to water and sewer utility facilities and service are more particularly set forth in that certain Utility Service Agreement, dated as of April 16, 1992, by and between J. R. Brown Development Corp. and Intercoastal and the provisions, easements, terms, conditions, and agreements regarding rates and charges, indemnities and all matters contained therein are incorporated herein by this reference.

Section 11.5 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Association. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 11.6 Electrical, Cable Television and Telephone Service. All electric, cable television, telephone and other Cable Television utility lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE XII
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 12.1 Easements for Ingress, Egress, Utilities and Drainage. The Developer reserves for itself, its successors, assigns and designees, a right-of-way and easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, cable television and radio equipment or other public conveniences or utilities, on, in and over, (i) any area designated as an easement, private street or right-of-way area, or part of the Common Property on the plat of the Subdivision or on the plat of any property made subject to this Declaration pursuant to Section 3.1; and (ii) a strip of land within each Lot (other than Lot 5) ten feet in width at the front and rear of each Lot and along the side of each Lot (other than Lot 5). Provided, however, the foregoing easement along the side of each Lot shall be released automatically on any Lot upon which the original improvements constructed by the Developer encroach into said easement, but only to the extent necessary to accommodate such encroachment.

Section 12.2 Drainage Flow. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 12.3 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the Common Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the Common Property.

Section 12.4 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 12.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and the Master Association, their respective agents, employees, successors or assigns easements, in, on, over and upon each Lot and the Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, Association or Master Association.

Section 12.6 Developer Rights Re: Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes

and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within the Subdivision. Nothing contained in this Declaration shall be construed to restrict the foregoing rights of Developer.

Section 12.7 Reservation of Right to Release Restrictions.
In each instance where a structure has been erected or the construction thereof is substantially advanced in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

ARTICLE XIII
RIGHTS GRANTED BY DEVELOPER

Section 13.1 Roadways.

(a) All of the real property identified on Exhibit B to that certain Special Warranty Deed recorded in Official Records Book 496, at page 25 of the current public records of St. Johns County, Florida (the "Master Association Roadway") are and shall remain privately owned and the sole and exclusive property of the Master Association, its successors, assigns, grantees or nominees. By their execution hereof, J. R. Brown, Sr. and J. R. Brown, Jr., hereby assign to the present and future owners of each of the Lots and their guests, invitees and licensees, on a perpetual and non-exclusive basis, the easement rights reserved to said parties pursuant to the above-referenced Special Warranty Deed. All use of the Master Association Roadway by the present and future owners of the Lots and their respective guests, invitees and licensees, shall be in accordance with rules and regulations promulgated by the Master Association from time to time, which are generally applicable to the members of the Master Association and the use of roadways owned by the Master Association from

(b) All of the real property identified as Lake ... Drive on the plat of the Subdivision is and shall remain privately owned and the sole and exclusively property of the Developer and J. R. BROWN INVESTMENT PROPERTIES, INC., or their successors, assigns, grantees or nominees. The Developer and J. R. BROWN INVESTMENT PROPERTIES, INC. hereby grant, subject to the reservations contained in this Article VIII, to the present and future owners of the Lots and their respective guests, invitees, and licensees, a non-exclusive and perpetual right of ingress and egress over and across the Subdivision Roadways, subject, however, to the right of the Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Subdivision Roadways. Notwithstanding the foregoing provisions of this Section 13.1(b), the Developer reserves and shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Developer, may create or participate in a disturbance or nuisance on any part of the Property. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Subdivision Roadways, including the right to prohibit use of the Subdivision Roadways by traffic or vehicles (including and without limitation, motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage to the Subdivision Roadways or pavement or other improvements thereon or create a nuisance for the residents and the right, but no

obligation to control and prohibit parking on all or any part of the Subdivision Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will, in the sole judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 13.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 13.1 thereafter shall be of no further force or effect.

Section 13.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the Subdivision Roadways and all or any part of the easements reserved herein (including those shown on the plat). In addition, the Developer shall have the right to redesignate, relocate or close any part of the Subdivision Roadways as described in Section 13.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

ARTICLE XIV **GENERAL PROVISIONS**

Section 14.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject Property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such 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.

Section 14.2 Notices. Any notice required to be sent to any member, Owner or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as a member or Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 14.3 **Severability**. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 14.4 **Amendment**. This Declaration may be amended at any time as follows:

14.4.1 The amendment must first be approved in writing by the Board of Directors of the Association.

14.4.2 After approval by the Board of Directors of the Association, the text of the amendment must be included in the notice of a duly called meeting of the Owners.

14.4.3 The amendment must be approved by the Owners of at least two-thirds (2/3) of the Lots within the Subdivision signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated to his signature on the copy of the amendment.

14.4.4 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of St. Johns County, Florida.

14.4.5 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any Property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

14.4.6 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent or joinder of any party.

14.4.7 Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, must have the prior approval of the St. Johns River Water Management District.

Section 14.5 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 14.6 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

Section 14.7 **Disclaimers as to Security Systems**. The Master Association or its successors, assigns, or franchisees, and any applicable cable television or radio system operator or provider of security services ("Operator") may, but shall have no obligation to, enter into contracts for the provision of security services for all or any portion of the Sawgrass Country Club and the Subdivision. THE DEVELOPER, THE ASSOCIATION, THE MASTER ASSOCIATION, ARVIDA/JMB PARTNERS, AND ANY OPERATOR, AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR FRANCHISEES, DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. EVERY OWNER OR OCCUPANT OF PROPERTY SERVICED BY ANY SUCH SECURITY SYSTEM OR SERVICES ACKNOWLEDGES THAT DEVELOPER, THE ASSOCIATION, THE MASTER ASSOCIATION, ARVIDA/JMB PARTNERS, AND ANY OPERATOR, AND THEIR

RESPECTIVE SUCCESSORS, ASSIGNS OR FRANCHISEES, ARE NOT INSURERS OF THE OWNER'S OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED WITHIN THE PROPERTY AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services and, therefore, every Owner or occupant of a Lot receiving security services agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that Developer, the Association, the Master Association, Arvida/JMB Partners, or any Operator, or their respective successors, assigns or franchisees, assume no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (i) any failure of an Owner's security system, (ii) any defective or damaged equipment, device, line or circuit, (iii) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (iv) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of a Lot obtaining such security services further agrees for himself, his grantees, tenants, guests, invitees, licensees, and family members that if any loss, damage, injury or death should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of any security system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of Developer, the Association, the Master Association, Arvida/JMB Partners, and the Operator or their respective successors, assigns or franchisees, for loss, damage, injury or death sustained shall be limited to a sum not exceeding Two Hundred Fifty and No/100 Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Developer, the Association, the Master Association, Arvida/JMB Partners, or any Operator, or any successors, assigns or franchisees of any of same. Further, in no event will Developer, the Association, the Master Association any Operator or any of their respective successors, assigns or franchisees be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and security services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any cable television or security services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in such services, regardless of whether or not same is caused by reasons within the control of the then provider(s) of such services.

Section 14.8 Disclaimers as to Water Bodies. NEITHER THE DEVELOPER, THE ASSOCIATION, THE MASTER ASSOCIATION, ARVIDA/JMB PARTNERS NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY ADJACENT TO OR WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED

PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

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

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

{REMAINDER OF PAGE INTENTIONALLY OMITTED}

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

Lawrence R. Patterson
Kristin De

J. R. BROWN DEVELOPMENT
 CORP.,
 a Florida corporation

By: J.R. Brown Jr
 J. R. Brown, Jr.
 Its: President

(CORPORATE SEAL)

J. R. BROWN INVESTMENT
 PROPERTIES, INC.,
 a Florida corporation

By: J.R. Brown Sr
 J. R. Brown, Sr.
 Its: President

(CORPORATE SEAL)

Lawrence R. Patterson
Kristin De

Lawrence R. Patterson
Kristin De

J.R. Brown Sr
 J. R. BROWN, SR., AS TRUSTEE
 UNDER AGREEMENT DATED
 OCTOBER 3, 1990

Lawrence R. Patterson
Kristin De

J.R. Brown Jr
 J. R. BROWN, JR.

Lawrence R. Patterson
Kristin De

Jane C. Brown
 JANE C. BROWN

Lawrence R. Patterson
Kristin De

E. Paul Nelson
 E. PAUL NELSON

Lawrence R. Patterson
Kristin De

Kathleen A. Nelson
 KATHLEEN A. NELSON


Lawrence R. Patterson
Kristin De

Lillian M. Yost
 LILLIAN M. YOST

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

0.2. 946 PG 1524

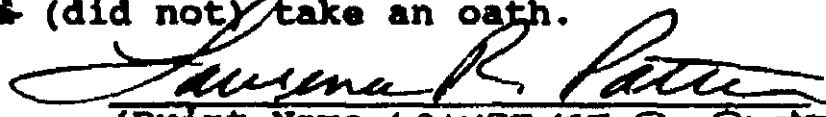
The foregoing instrument was acknowledged before me this 16TH day of APRIL, 1992, by J.R. Brown, Jr., the President of J. R. BROWN DEVELOPMENT CORP., a Florida corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ as identification and who ~~did~~ (did not) take an oath.


(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
Commission No. _____

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF DUVAL) ss


The foregoing instrument was acknowledged before me this 16TH day of APRIL, 1992, by J.R. Brown, Sr., the President of J. R. BROWN INVESTMENT PROPERTIES, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me ~~or has produced~~ as identification and who ~~did~~ (did not) take an oath.


(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

The foregoing instrument was acknowledged before me this 16TH day of APRIL, 1992, by J.R. BROWN, SR., AS TRUSTEE UNDER AGREEMENT DATED OCTOBER 3, 1990. He is personally known to me ~~or has produced~~ as identification and who ~~did~~ (did not) take an oath.



(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

O.R. 946 PB 1525


The foregoing instrument was acknowledged before me this 16TH
day of APRIL, 1992, by J. R. BROWN, JR.,
individually, who is personally known to me ~~or has produced~~
~~as identification~~ and who ~~did~~ (did
not) take an oath.


(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF DUVAL) ss


The foregoing instrument was acknowledged before me this 16TH
day of APRIL, 1992, by JANE C. BROWN,
individually, who is personally known to me ~~or has produced~~
~~as identification~~ and who ~~did~~ (did
not) take an oath.


(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

The foregoing instrument was acknowledged before me this 16TH
day of APRIL, 1992, by E. PAUL NELSON,
individually, who is personally known to me ~~or has produced~~
~~as identification~~ and who ~~did~~ (did
not) take an oath.



(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No. _____

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF DUVAL) ss

O.R. 946 PB 1526


The foregoing instrument was acknowledged before me this 16TH day of APRIL, 1992, by KATHLEEN A. NELSON, individually, who is personally known to me ~~or has produced~~ ~~as identification~~ and who ~~did~~ (did not) take an oath.


(Print Name LAWRENCE R. PATTERSON)
NOTARY PUBLIC, State of Florida
at Large.
Commission No.

My Commission Expires: 2/19/93

STATE OF FLORIDA)
COUNTY OF *DUVAL*) ss

The foregoing instrument was acknowledged before me this 16TH day of APRIL, 1992, by LILLIAN M. YOST, individually, who is personally known to me ~~or has produced~~ ~~as identification~~ and who ~~did~~ (did not) take an oath.


(Print Name LAWRENCE R. PATTERSON
NOTARY PUBLIC, State of Florida
at Large.
Commission No.

My Commission Expires: 2/19/93

EXHIBIT "A"

Rev. 04/03/92

ARTICLES OF INCORPORATION
OF
KATHRYN OAKS HOMEOWNERS
ASSOCIATION, INC.

I. NAME.

The name of this corporation shall be Kathryn Oaks Homeowners Association, Inc. (the "Association").

II. PURPOSES.

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the owners of the property within the residential area referred to as Kathryn Oaks ("Kathryn Oaks" or "Subdivision") and described in the Declaration of Covenants and Restrictions for Kathryn Oaks (the "Declaration") to be recorded in the Public Records of St. Johns County, Florida. The Subdivision consists of that certain real property situated in St. Johns County, Florida, described below as may be expanded as provided in the Declaration.

Kathryn Oaks, according to plat thereof recorded in Map Book 26, pages 1 through 5 of the Public Records of St. Johns County, Florida.

"Developer", "Owner", "Lot", "Unit" and "Common Areas" and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the Declaration.

B. To own and maintain, insure, repair and replace the general and/or Common Areas, roadways, parks, sidewalks and/or access paths, street and other Common Areas, structures, landscaping and other improvements in and/or benefiting the Subdivision for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in the Subdivision, as well as the alteration, and/or changes thereto.

D. To provide for private security, fire protection and such other services and the capital improvements and equipment related thereto within the Subdivision for which the Association has accepted or may accept the responsibility.

E. To operate without profit for the benefit of its members.

F. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association (the "Board"), in the Declaration hereinabove described.

G. To operate, maintain and manage the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District permit no. 4-109-1010EM3 requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained herein.

III. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of the Association members for the purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers or appoint agents where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interest in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the property and the costs of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, and to authorize the Board, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user of Association property when such is deemed appropriate by the Board.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. To levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System.

I. In general, to have all powers conferred upon a non-profit corporation by the laws of the State of Florida, except as prohibited herein.

IV. MEMBERS.

A. The members shall consist of the Owners of property in the Subdivision and all such Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Member. Class A Members shall be all Owners other than the Class B Members. Owners shall automatically become Class A Members upon purchase of property in the Subdivision.
2. Class B Member. The Class B Member shall be J.R. Brown Development Corp., a Florida corporation, or its designee, successor or assignee as Developer of the Subdivision.

V. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for

membership. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot owned by one or more Class A Members.

B. The Class B Member shall be entitled to three (3) votes for each Lot in which he holds the interest required for membership. The Class B Member shall have the right to appoint a majority of the Board so long as the Class B Member or J.R. Brown Investment Properties, Inc. shall own at lease one (1) Lot in the Subdivision.

C. Except as otherwise provided by these Articles, the Declaration, or the Bylaws of Kathryn Oaks Homeowners Association, Inc. (the "Bylaws"), the affirmative vote of a majority of the votes which are entitled to be cast by the Owners of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

D. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VI. BOARD OF DIRECTORS.

A. So long as the Developer has a right to appoint a majority of the Board of Directors, the affairs of the Association shall be managed by a Board consisting of three (3) Directors. Thereafter the Board shall consist of not less than three (3), nor more than five (5) Directors. So long as the Developer shall have the right to appoint a majority of the Board, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association. Beginning with the first annual election of the Board of Directors, there shall be one (1) Director elected by the Class A Members so long as the Class B Member has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director shall be established at two (2) years. In addition, the Class B Member shall appoint two (2) Directors to serve for a term of one (1) year. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by a Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

J.R. Brown, Jr.
830 9th Street South
P.O. Box 50700
Jacksonville Beach, FL 32250

Jane C. Brown
830 9th Street South
P.O. Box 50700
Jacksonville Beach, FL 32250

Douglas M. Bartle
830 9th Street South
Post Office Box 50700
Jacksonville Beach, FL 32250

O.R. 946 PG 1530

VII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, except the offices of President and Secretary, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President	J.R. Brown, Jr.
Vice President	Douglas M. Bartle
Treasurer and Secretary	Jane C. Brown

VIII. CORPORATE EXISTENCE.

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

IX. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles.

X. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles may be altered, amended or repealed by vote of a majority of the Board of Directors and Members as provided in Chapter 617, Florida Statutes. So long as the Developer owns any Lot(s) in the Subdivision, no amendment shall be effective without the prior written consent of the Developer or its successors or assigns. No amendment affecting the use, sale or lease of the Common Areas, as defined in the Declaration, shall be adopted or effective without the prior approval of the Developer. Any amendments shall be effective upon passage by the Board and approval by the Developer. No amendments to the Articles or Bylaws need be recorded in the public records.

XI. INCORPORATOR.

The Incorporator under these Articles of Incorporation and his address are set forth as follows:

J.R. Brown, Jr.
830 9th Street South
Jacksonville Beach, FL 32250

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association

to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses,, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the 'court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the

fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV. DISSOLUTION OF THE ASSOCIATION.

A. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the votes of each Class of the Association's membership.

B. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. The Common Areas, as defined in the Declaration, shall be dedicated to the County of St. Johns, or its successor, unless the County refuses to accept such dedication.
3. Remaining assets shall be distributed among the members as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

C. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the incorporator has hereto set his hand and seal this 16th day of April, 19 92.

Signed, sealed and
delivered in the
presence of:

[Signature]
(Print Name: Thomas M. Jenks)
[Signature]
(Print Name: Janice M. Holt)

[Signature]
J.R. Brown, Jr.
Incorporator

STATE OF FLORIDA)
) ss
COUNTY OF Duval)

O.R. 946 PG 1533

The foregoing instrument was acknowledged before me this 16th
day of April, 1992, by J.R. Brown, Jr.,
individually, who is personally known to me or has produced
N/A as identification and who did take
an oath.

Janice M. Holt
(Print Name Janice M. Holt)
NOTARY PUBLIC, State of
Florida at Large.
Commission No. AA647942

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb. 15, 1993

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

KATHRYN OAKS HOMEOWNERS ASSOCIATION, INC, DESIRING TO ORGANIZE
UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF
BUSINESS AT 830 9TH STREET SOUTH, JACKSONVILLE BEACH, FLORIDA
32250, DUVAL COUNTY, STATE OF FLORIDA, HAS NAMED J.R. BROWN, JR.,
LOCATED AT 830 9TH STREET SOUTH, JACKSONVILLE BEACH, FLORIDA
32250, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

KATHRYN OAKS HOMEOWNERS
ASSOCIATION, INC.

By: J.R. Brown, Jr.
J.R. Brown, Jr.
Incorporator

Dated: April 16, 1992

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND
COMPLETE PERFORMANCE OF MY DUTIES.

J.R. Brown, Jr.
J.R. Brown, Jr.
Resident Agent

Dated: April 16, 1992

BYLAWS
OF
KATHRYN OAKS HOMEOWNERS ASSOCIATION, INC.

I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for Kathryn Oaks ("Declaration") executed contemporaneously herewith shall be used herein with the same meanings as in the Declaration.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the Kathryn Oaks Homeowners Association, Inc. ("Association") shall be at 830 9th Street South, Jacksonville Beach, Florida 32250, or at such other place as may be established by resolution by the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a Class A or B Member of the Association as provided in the Articles of Incorporation and shall have the voting rights as set forth in the Articles of Incorporation provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of Kathryn Oaks Homeowners Association, Inc. (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members elected or appointed by Developer) shall be made by a Nominating Committee appointed by the Board.

B. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board, if any. Within thirty (30) days of the date of the annual meeting the Nominating Committee

shall notify the Secretary of the names of the candidates nominated for election to the Board.

C. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot as provided in Section D of this Article and shall be made prior to the time fixed for the annual meeting.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board, by mail thirty (30) days prior to the annual meeting. The ballots shall (i) describe the vacancies to be filled by Class A Members, and (ii) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may cast one vote.

E. The members of the Board elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.
2. To appoint and remove at pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.
4. To collect assessments on behalf of any other homeowners association entitled to establish, levy and collect assessments from the members of the Association.
5. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon.
6. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
7. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.
2. To supervise all officers, agents and employees of

this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

- (a) To fix the amount of assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
- (b) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and
- (c) To send written notice of each assessment to every member subject thereto.

VII. DIRECTORS MEETINGS.

A. A regular meeting of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.

B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice of each Director.

C. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

VIII. OFFICERS.

A. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation. The President shall be a member of the Board, but the other officers need not be.

B. The officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board.

E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice

President(s) shall perform such other acts and duties as may be assigned by the Board.

G. The Secretary shall be ex officio the Secretary of the Board, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall keep all records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Subdivision Architectural Control Committee (the "SACC")

Each committee, other than the SACC, shall consist of a chairman and two (2) or more members and shall include a member of the Board. The committees (except the SACC) shall be appointed by the Board within thirty (30) days after each annual meeting of the Board, to serve until succeeding committee members have been appointed. The Board may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and functions described by these Bylaws.

C. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of property in Kathryn Oaks (the "Subdivision") and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

D. The SACC shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the SACC shall have the right within thirty (30) days of such decision, to make a written request to the Board, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB shall in all events be dispositive.

E. The Maintenance Committee and other committees appointed and so empowered by the Board (but not the Nominating Committee or the SACC) shall have the power to appoint subcommittees from among their membership, and may delegate to any subcommittees any powers, duties and functions.

F. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope and

responsibility. A committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as may be concerned with the matter presented.

X. BOOKS AND PAPERS.

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

XI. MEETINGS OF MEMBERS.

A. The first annual meeting of the members shall be held prior to April 30th of each year, at such time as the Board may select, or at such other date and time as may be selected by the Board.

B. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon written request of the members who have a right to vote one-half of all votes of the entire membership.

C. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage fully prepaid to his address appearing on the books of the Corporation. Each member shall be responsible for registering his address with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence at the meeting of members or proxies entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or the Declaration shall require a quorum as therein provided, if any.

XII. PROXIES.

1. At all corporate meetings of the members, each member may vote in person or by proxy.

2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months and every proxy shall automatically cease upon the sale by the member of his home or other interest in the property.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: Kathryn Oaks Homeowners Association, Inc., not for profit, 1992.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board except that no amendment affecting the Developer shall be effective without the Developer's written consent. Amendments shall be effective on the date of passage by the Board and approval of the Developer. No amendment need be recorded in the public records of St. Johns County, Florida.

EXHIBIT C

ARCHITECTURAL CONTROL CRITERIA FOR KATHRYN OAKS

1. Building Type. Except for Lots 5 and 7 of the Subdivision, no building shall be erected, altered, placed or permitted to remain on any Lot or building parcel, other than one detached single-family residence which shall not exceed thirty-five (35) feet in height and which shall have a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars. Unless approved by the Developer, and SACC if applicable, as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling. All structures located upon Lot 5 of the Subdivision as of the date of recording the Declaration to which this Architectural Control Criteria is attached, shall be deemed in compliance with all requirements of the Declaration and this Criteria. However, the nature and appearance of such existing structures located on Lot 5 shall in no way set standards for architectural review which must be considered by the Developer or the SACC in connection with architectural review of proposed structures to be constructed on other lots within the Subdivision.

2. Layout. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the Developer. It is the purpose of this approval to assure that the home is placed on the Lot in its most reasonably advantageous position and to assure that each building within the Property is provided reasonable visual and acoustical privacy.

3. Exterior Color Plan. The Developer, and SACC if applicable, shall have final approval of all exterior color plans and each Owner must submit to the Developer prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, etc. modifications to exterior color plans following initial construction shall require the approval of the SACC. The Developer and SACC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Property. With respect to Lots which are located along the lake located to the west of the Subdivision, the exterior of structures shall not be painted white, or other bright colors. Earth tone shades shall be encouraged in these areas.

4. Roofs. Flat roofs and shed roofs shall not be permitted. Minimum pitch of roof will be 5/12, unless otherwise approved by the Developer, and SACC if applicable. Protrusions through roofs for power ventilators or other apparatus shall not be permitted unless approved by the Developer. Roofing and shingle material shall be approved by the Developer as to color and material. If asphalt singles are used, the same shall have a minimum of a thirty (30) year expected lifetime.

5. Elevations. Architectural style and elevations within the Subdivision shall be traditional. similar elevations shall not be built directly adjacent or across from each other. The Developer may also restrict the number of similar elevations within specific sections of the Subdivision, if necessary, to preserve the overall aesthetic quality of such areas.

6. Garages. All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two-car garage, or two (2) sixteen (16) foot doors for a four-car garage, or two (2) three (3), or four (4) individual overhead doors, each a minimum of ten (10) feet in width (or eight (8) feet with a two

foot separation), and a service door. Whenever possible, garage entrances shall be located on the side of the Residence rather than the front. No carports will be permitted unless approved by the Developer.

7. Gazebos. All detached buildings or structures, such as gazebos and cabanas shall be constructed of the same building materials and shall conform to the same architectural style as the residential dwelling.

8. Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of a width of at least sixteen (16) feet at the garage door entrance, but with not less than door to door width. All driveways must be constructed with an approved material.

9. Dwelling Quality. The Developer shall have final approval of all exterior building materials used in initial construction. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the Developer. The Developer shall discourage the use of imitation materials for facades and encourage the use of materials such as stone, brick, wood, and stucco, or a combination of the foregoing.

10. Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size, design and otherwise by the Developer and SACC.

11. Games and Play Structures. All basketball backboards, tennis courts and play structures shall be located at the rear of the dwelling, or on the inside portion of corner Lots within the setback lines. No platform, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have prior approval of the Developer and SACC.

12. Fences and Walls. No fence, wall or other barrier shall be constructed upon any Lot without prior approval of the Developer and SACC. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the Developer and SACC. The composition of any fence or wall shall be consistent with the material used in the surrounding homes and other fences, if any.

13. Landscaping. A detailed landscaping plan for each Lot will be submitted to and approved by the Developer prior to initial construction and development thereon. All Lots shall have a complete automatic underground sprinkler system in landscaped and sodded areas. Utilizing natural landscaping and leaving portions of the Lot in a natural state is acceptable as part of the landscaping plan and is encouraged by the Developer.

14. Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the Developer and SACC, which include, but are not limited to the following:

- A. Composition to be of material thoroughly tested and accepted by the industry for such construction;
- B. All swimming pools must be fenced or screened with access restricted in accordance with all applicable ordinances, statutes or rules of governmental authorities having jurisdiction. Location and design of all pool screening must be approved in writing by the Developer, and SACC if applicable;
- C. No exterior lighting other than sidewalk or building lighting shall be installed without the

prior approval of the Developer and SACC. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting.

If an Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on all sides as required by the Developer and SACC. It shall be the intent of the Developer and SACC to screen any such use from public view.

15. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each dwelling in a location approved by the Developer and SACC. All Lots shall be maintained during construction in a neat nuisance-free condition.

16. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

17. Removal of Trees. In reviewing building plans, the Developer shall take into account natural landscaping such as trees, shrubs and palmettoes, and encourage the Owner to incorporate them in his landscaping plan. Removal of any and all trees shall be in accordance with the provisions of the St. Johns County Tree Ordinance, Ordinance No. 90-11 as it may be amended from time to time. No trees of six (6) inches in diameter at four and one-half (4 1/2) feet above natural grades shall be cut or removed without approval of the Developer, which approval may be given when such approval is necessary for the construction of a dwelling or other improvement. The Developer may, in its discretion, require Owner to submit a tree survey prior to construction of any improvements on a Lot.

18. Air Conditioning Units. No window or wall air conditioning units shall be permitted. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise. The location of all exterior compressor units must be approved by the Developer prior to installation.

19. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot other than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, on the request of the Developer, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwelling.

20. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

21. Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

22. Square Footage Requirements. Each single family residence within the Subdivision shall have a minimum of two thousand (2,000) square feet of heated and air conditioned space.

23. Developer and SACC Reports. The approval or disapproval of the Developer and SACC as required in the foregoing Architectural Control Criteria shall be delivered in writing to the Lot owner submitting same, together with a copy of the approved plans and specifications signed by the Lot Owner and the contract purchaser of the Lot, if any. In the event the Developer and SACC fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

24. Waiver of Architectural Control Criteria. The Architectural Control Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner within the Property; provided, however, the Developer and SACC shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interests of the community and the deviation requested is compatible with the character of the Property. A waiver shall be evidenced by an instrument signed and executed by the President of the Association upon unanimous approval of the Developer and SACC, respectively.

25. Applicability of Initial Covenants. In addition to the requirements of the Declaration and this Architectural Control Criteria, all construction within the Subdivision shall also comply with all applicable requirements of the Initial Covenants.

26. Defined Terms. All defined terms contained in this Architectural Control Criteria shall have the same meanings as such terms are defined by the Declaration.

GRANT OF EASEMENT

5RC
21+3
NDG
100

This Grant of Easement is executed by and between Shelter Contractors, Inc., a Florida corporation, (hereinafter referred to as "Grantor") and Kathryn Oaks Homeowner's Association, Inc., a Florida Non Profit Corporation (hereinafter referred to as "Grantee"), effective the 24th day of May, 1993.

WHEREAS, Grantor is the owner in fee simple of Lot 1, Kathryn Oaks Subdivision, according to the Plat thereof, recorded in Map Book 26, pages 1 through 5 of the current public records of St. Johns County, Florida; and

WHEREAS, Grantee has requested that Grantor grant an easement over the property for purposes of placing a subdivision entrance wall and sign; and

WHEREAS, Grantor is willing to grant said easement on the following terms and conditions.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by each of the parties, Shelter Contractors, Inc. and Kathryn Oaks Homeowner's Association hereby agree as follows:

1. Grantor hereby voluntarily grants and conveys to Grantee a perpetual easement through, over, under and across 195 square feet located in the northwest corner of Lot 1, Kathryn Oaks, as more particularly shown on the survey of Sizemore & Associates, Inc., dated August 18, 1992, revised April 15, 1993 to show easement, and attached as Exhibit "A" hereto.

THIS INSTRUMENT PREPARED BY:
LAWRENCE R. PATTERSON
3010 SOUTH THIRD STREET
JACKSONVILLE BEACH, FLORIDA 32250

RETURN TO

2. Grantee may build a Subdivision entrance wall, with sign, of the general design and character as shown on the drawing attached as Exhibit "B".

3. The sign shall contain the name "Kathryn Oaks" or such other name as the subdivision is known, and nothing further.

4. The entrance wall shall be no higher than six (6) feet, exclusive of lighting fixture, nor longer than ten (10) feet.

5. Grantee will landscape the easement area and provide irrigation for the landscaping from Grantee's master irrigation system.

6. Grantee shall maintain the wall, sign, and landscaping in a state of good repair and condition. Grantor grants the Grantee the right of ingress and egress across the easement property for the purpose of maintenance.

7. This Easement, with its covenants, terms, conditions and restrictions, shall be binding upon and inure to the benefit of the parties hereto, Kathryn Oaks Homeowner's, Inc., and Shelter Contractors, Inc., and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.

IN WITNESS WHEREOF, Grantor has executed this Grant of
Easement on the day and year above written.

Signed, sealed and delivered
in the presence of:

Patricia M. Rogers
Print name PATRICIA M. ROGERS

Tracy M. C. Newirth
Print name Tracy M. C. Newirth

SHELTER CONTRACTORS, INC.

By: Richard C. Rogers Jr.
Its: President
(SEAL)

KATHRYN OAKS HOMEOWNERS
ASSOCIATION, INC.

By: J. R. Brown, Jr.
Its: President
(SEAL)

Lindsye D. Greene
Print name Lindsye D. Greene

Alice E. Carter
Print name ALICE E. CARTER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 18th
day of May, 1993 by Richard C. Rogers Jr., the President of
Shelter Contractors, Inc., a Florida corporation on behalf of the
corporation. He is personally known to me or produced _____
as identification.

Patricia M. Rogers
Notary Public, State of Florida

My Commission Expires:

STATE OF FLORIDA
COUNTY OF DUVAL

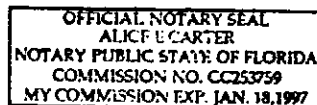
Patricia M. Rogers, Notary Public
State of Florida
My Commission Expires 5/19/95

The foregoing instrument was acknowledged before me this 24th
day of May, 1993 by J. R. Brown, Jr., the President of Kathryn Oaks
Homeowner's Association, Inc. on behalf of the corporation. He is
personally known to me or produced _____ as
identification.

Alice E. Carter
Notary Public, State of Florida

My Commission Expires:

DAWP519REXKATHRYN.EAS



ENTRY WALL AND
LANDSCAPE EASEMENT

EXHIBIT "A"

FOUND 1/2" REBAR (#477)

POINT OF BEGINNING

WEST LINE OF MAP BOOK 20, PAGES 1-5

PARCEL "F", LAKE KATHRYN MAP BOOK 20, PAGES 24-27

APPROXIMATE EDGE OF WATER

LAKE KATHRYN CONSTRUCTION DRIVE (PRIVATE ROAD)

DELTA = 42°00'00"
ARC = 91°03'
CHORD = 89.59'

RADIUS = 125.00'

LANDSCAPE BASEMENT
S 51°57'30"E
15.00'

S 53°30'30"W
15.15'

VACANT

LOT 2

0 DENOTES SET 1/2" REBAR (#477)

REVISED APRIL 15, 1993 TO SHOW EASEMENT, ONLY

NOTES:

- 1) THIS IS A BOUNDARY SURVEY
- 2) BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AS PER PLAT.
- 3) POOLS, CABANAS, TERRACES, DECKS, GARBAGE, DOGS, OR SIMILAR STRUCTURES ARE PERMITTED TO BE BUILT WITHIN THE LAKE & DRAINAGE EASEMENT ACCORDING TO PLAT NOTE.
- 4) THIS PROPERTY LIES IN FLOOD ZONE "D" ACCORDING TO FLOOD MAP REVISED 9-18-85, COMMUNITY PANEL NO. 12561 0187 D.

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND CHAPTER 21 MR-6 FLORIDA ADMINISTRATION CODE.

LARRY PATTERSON, PA

REVISED APRIL 15, 1993 TO SHOW
EASEMENT, ONLY

NOTES:

- 1) THIS IS A BOUNDARY SURVEY
- 2) BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AS PER PLAT.
- 3) POOLS, CEMETRIES, TREASURED, DEERS, GAMEBDS, DOGS, OR SIMILAR STRUCTURE ARE PERMITTED TO BE BUILT WITHIN THE LAND SURVAGANCE EASEMENT ACCORDING TO PLAT NOTE.
- 4) THIS PROPERTY LIES IN FLOOD ZONE. THE FLOOD INSURANCE RATE REVISED 9-15-85. COMMUNITY PANEL NO. 151617 0187 D.

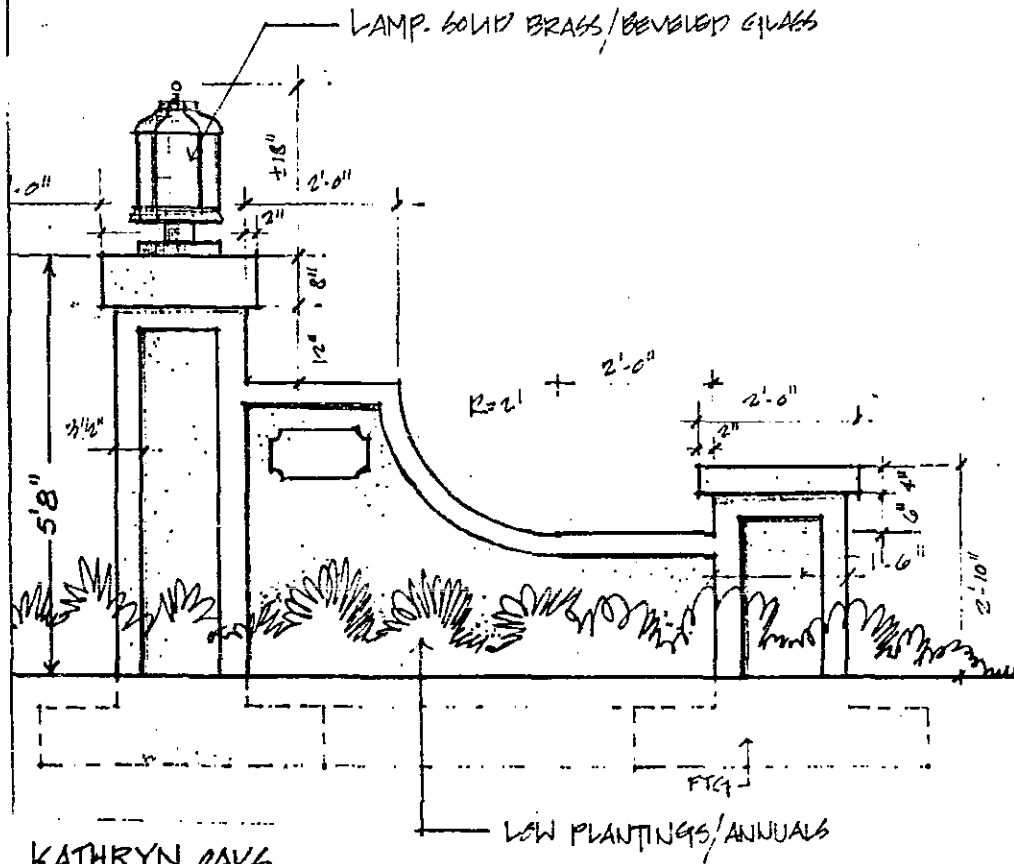
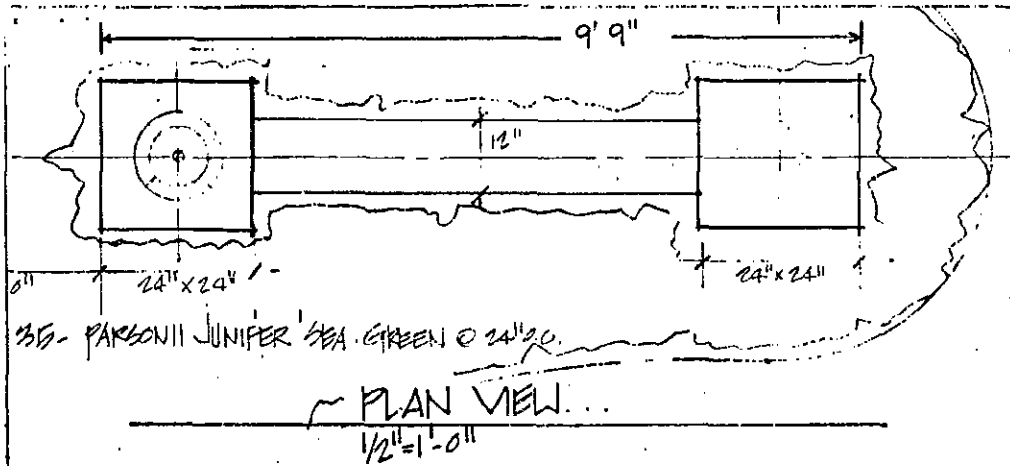
I HEREBY CERTIFY TO: SHELTER CONSTRUCTION
INC. TIGOR TITLE INSURANCE
CO. SEACO MORTGAGE INC.

THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL
STANDARDS AS SET FORTH BY THE FLORIDA BOARD
OF LAND SURVEYORS, PURSUANT TO SECTION 472.027
FLORIDA STATUTES AND CHAPTER 21 NR-6 FLORIDA
ADMINISTRATIVE CODE.

JERRY M. SIZEMORE
 FLORIDA REGISTERED SURVEYOR NO. 4197
 JERRY M. SIZEMORE

SIGNED AUG 18, 1992
SCALE: 1"=20'

THIS SURVEY NOT VALID UNLESS THIS PRINT IS
IMPOSED WITH THE SEAL OF THE ABOVE SIGNED



KATHRYN OAKS

ENTRANCE FEATURE.. ELEVATION.

1/2" = 1'-0"