

69 7802

CONSENT AND JOINDER OF MORTGAGEE IN DECLARATION

First Federal Savings and Loan Association of Jacksonville, the owner and holder of certain mortgages or other interests encumbering Lots 2 through 5, 7 through 15, 17, 19 through 38, 40 through 47, and 49, all inclusive, of Quail Ridge Farms, according to the Plat thereof recorded in Map Book 20, pages 39 through 45, of the public records of St. Johns County, Florida, hereby consents to and joins in that certain Declaration of Covenants, Conditions, Easements and Restrictions for Quail Ridge Farms recorded in Official Records Book 778, page 1716, of the public records of St. Johns County, Florida (the "Declaration"), and agrees that the lien and operation of its mortgages and any other interests it may hold, to the extent of the encumbrance upon said Lots, shall hereafter be subordinate to the covenants, conditions and restrictions and all other matters created by said Declaration.

EXECUTED this 28th day of March, 1988.

WITNESSES:

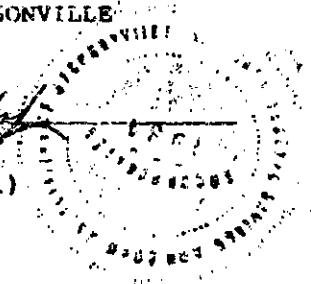
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF JACKSONVILLE

Judith M. ...

[Signature]

By *William E. Allen, Jr.*

Its Vice President
(Corporate Seal)



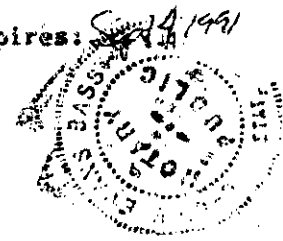
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of March, 1988, by *William E. Allen, Jr.*, Vice President of First Federal Savings and Loan Association of Jacksonville, a corporation existing under the laws of the United States of America, on behalf of said corporation.

[Signature]

Notary Public,
State of Florida

My Commission Expires: *Sept 24, 1991*



PREPARED BY:
E. OWEN MCCULLER, JR.
SMITH & HULSEY
1800 FLORIDA NATIONAL BANK TOWER
JACKSONVILLE, FLORIDA 32202

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

89 MAR 30 PM 2:07

334QUAIL.03

RECORD AND RETURN TO:
LeBoeuf, Lamb, Leiby & MacRae
200 Laura Street, 12th Floor
Jacksonville, FL 32202

Carl ...
CLERK OF CIRCUIT COURT

Declarant The Declarant herein, Stockton Land Corporation, a Florida corporation, its successors or designated assigns.

Declaration This Declaration of Covenants, Conditions and Restrictions, as may be amended from time to time.

Development of
Quail Ridge Farms That land divided or to be divided into residential lots described on Exhibit A attached hereto, as may be amended from time to time to provide for additional and/or replatted lots as set forth in this Declaration.

Dwelling Unit A residence situated on a Lot.

Lot or Lots Any plot of land identified as a lot on the Plat, as may be amended from time to time to provide for additional and/or replatted lots as set forth in this Declaration.

Owner The record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding however, those parties having such interest merely as a security interest for the performance of an obligation.

Member Every person or entity who holds membership in the Association.

Plat The recorded plat of Quail Ridge Farms, as may be amended from time to time.

ARTICLE II

PROPERTY SUBJECT TO THESE RESTRICTIONS

2.1. Property. In addition to subjecting Quail Ridge Farms to this Declaration, the Declarant reserves the sole right, from time to time, to add other lots to Quail Ridge Farms, and to subject such additional lots to the terms of this Declaration.

2.2. Resubdivided/Replatted Property. The Declarant hereby expressly reserves to itself, its successors or assigns, the right to replat any Lot shown on the Plat or any portion thereof owned by it in order to create a modified Lot or Lots, or other parcels, without permission or joinder of any Lot Owner whose Lot lines are not affected by such replatting. In the event that any of such Lots or tracts shall be resubdivided or replatted, the covenants, restrictions, easements and reservations herein set forth, shall thereafter apply to the Lots or tracts as resubdivided or replatted instead of applying to the Lots or tracts as originally platted, except that no such resubdivision or replatting shall affect easements shown on the Plat.

ARTICLE III

COMMON AREA PROPERTY RIGHTS

3.1. No Dedication of Common Areas. Each of the streets in the Development now or hereafter constructed or designated on the Plat is a private street, and every Common Area within the Development is a private area, and neither the execution nor recording of the Plat nor any other act of the Declarant or Declarant's successor in title or of the Association with respect to all or any portion of the Development is, or is intended to be, or shall be construed as, a dedication to the public of any streets or Common Areas, except those that hereafter may be dedicated by a specific written and recorded deed or agreement of dedication.

The Declarant reserves for itself, so long as Declarant owns fee simple title in the Development, and for the Association, subsequent to conveyance of portions of the Common Areas to the Association, the right to offer to dedicate or transfer any streets or other parts of the Common Areas to any public agency, authority or utility having jurisdiction thereof. An offer of dedication places no liability upon any public agency to accept the dedicated streets or other property. In addition, Declarant shall have the right to redesignate, relocate or close any part of the roadways without the consent or joinder of any party so long as no Lot is denied reasonable access to a publicly dedicated street or highway by such redesignation, relocation or closure.

3.2. Ownership and Maintenance of Common Areas. The Association shall at all times be responsible for administration, maintenance, repair and upkeep of the Common Areas as well as the drainage system, lakes, embankments of such lakes, equestrian trails and the mitigation area located in Quail Ridge Farms. The Association shall be required to maintain those roads which serve as access to a Lot or Common Area. Any road which is wholly within a Lot, and which does not serve as access to another Lot, shall be maintained by the Owner upon whose Lot is situated such road or roads, and not by the Declarant or the Association.

3.3. Easement of Enjoyment in Common Areas. Every Lot Owner shall have a right and easement of enjoyment in and to the roads and other Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration and the Articles and Bylaws of the Association and to the following provisions:

a. The right of easement of enjoyment in and to the roads shall be limited to those roads owned or maintained by the Declarant or the Association.

b. The right of the Declarant or Association to limit use of the Common Areas to Owners, their families, and guests.

c. The right of the Declarant or the Association to grant an easement in, dedicate or transfer all or any part of the roads or other Common Areas to any public agency, authority, or utility for such purposes, in accordance with the terms and conditions set forth in Paragraph 3.1 hereof.

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

e. The right of the Declarant or the Association to grant easements and rights-of-way as either may deem appropriate for the proper development and maintenance of the Development, including and without limitation, the Declarant's right to reserve an easement for itself, its

successors and assigns for ingress, egress, construction, maintenance, and operation of utilities over all roadways in the Development.

f. All provisions of the Plat.

g. Rules and regulations governing use and enjoyment of the Common Areas adopted and published by the Association; easements and restrictions of record affecting any part of the Common Areas.

3.4. Development Roadways. The Development roadways and rights-of-way shall constitute part of the Common Areas. Each Owner and their guests, invitees, all delivery, pickup, fire protection services, police, other authorities of the law, mail carriers, representatives of utilities authorized by the Declarant or the Association to serve the Development, representatives of financial institutions holding mortgages encumbering any part of the Development and such other persons as Declarant or the Association has designated or may designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the Development roadways, subject to matters referenced in this Declaration.

ARTICLE IV

HOMEOWNER'S ASSOCIATION ADMINISTRATION, MEMBERSHIP AND VOTING RIGHTS

4.1. Rules and Regulations. The Association may also adopt, publish and enforce rules and regulations not inconsistent with this Declaration or the Articles or Bylaws of the Association for the operation and administration of the Association and Quail Ridge Farms.

4.2. Membership. Every Owner shall automatically be a Member of the Association for such period of time as he is an Owner. Membership shall be appurtenant to and may not be separated from ownership of any Lot. The Board of Directors may adopt reasonable rules relating to the proof of ownership of a Lot in Quail Ridge Farms.

4.3. Voting Rights.

The Association shall have two classes of voting membership:

(1) Class A. Class A Members shall be all Owners other than the Declarant. Any Class A Member shall be entitled to one vote for each Dwelling Unit or for each Lot which he owns. When more than one person or entity holds an interest in any Lot or Dwelling Unit, all such persons or entities shall be Members. The vote for such Lot or Dwelling Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot or Dwelling Unit, nor shall any vote be fractionalized.

(2) Class B. The Class B Member shall be the Declarant, which shall be entitled to three (3) votes for each Lot and three (3) votes for each Dwelling Unit owned by it.

4.4. Maintenance Obligations of Lot Owners. It shall be the duty of each Owner to maintain his Lot, together with the exterior of all improvements, if any, located thereon, in a neat and attractive condition. Such maintenance shall include, but shall not be limited to, painting, mowing, trimming, edging, repairing, replacing and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, lawns, walks, and other

exterior improvements and landscaping devices and keeping such Lot free of tall grass, undergrowth, dead trees and tree limbs, weeds, trash, and rubbish. In the event the Owner of any Lot fails to comply with the preceding sentence of this Paragraph 4.4, the Declarant or the Association shall have the right, but no obligation, to go upon such Lot and to cut and remove tall grass, undergrowth, and weeds and to remove rubbish and any unsightly or undesirable thing or object therefrom, and to do any other thing and perform and furnish any labor necessary or desirable in its judgment to maintain the property in a neat and attractive condition, all at the expense of the Owner of such Lot, which expense shall be payable by such Owner to the Declarant or the Association on demand. Such entry as provided in this Paragraph 4.4 shall not constitute a trespass, and the Declarant or the Association, and its agents, representatives and contractors shall bear no liability for performing any acts reasonably necessary or appropriate in connection with the execution of these provisions. All costs incurred by the Declarant or the Association in exercising its rights herein, together with interest thereon at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees) shall be assessed to the Owner of the affected Lot and shall constitute a lien upon such Lot and improvements and the personal obligation of the Owner and shall be due and payable upon demand.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

5.1. Creation of Lien and Personal Obligation for Assessments. The Owner of each Lot in Quail Ridge Farms, other than the Declarant, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; (b) special assessments for capital improvements, and (c) assessments for the maintenance obligations described in Article 4.4. Such covenant will be deemed to arise whether or not it is expressly stated in the deed or other conveyance to the Owner.

Each assessment, as provided for herein, together with interest thereon at the highest lawful rate, shall constitute a debt from the Owner (jointly and severally) of the Lot against or with respect to which the same shall be assessed, payable to the Association on demand, and shall be secured by a lien upon such Lot and all improvements now or hereafter located thereon. Each lien shall attach to a Lot and improvements thereon against which such assessment shall be assessed and fixed as of January 1 of the year for which such assessment shall be assessed. Such lien shall not attach until a claim of lien is recorded in the public records of St. Johns County, Florida and shall be subordinate and inferior to the lien of an institutional mortgage encumbering such Lot and improvements recorded in the public records of St. Johns County, Florida, prior to the time of recording such lien. The foreclosure of any such mortgage and the conveyance of title pursuant to foreclosure proceedings or by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the assessment liens thereafter assessed hereunder with respect to such Lot and improvements. Upon request, the Association shall furnish any Owner or mortgagee a certificate showing the unpaid assessments, if any, against any Lot owned by such Owner or held to secure an obligation by such mortgagee, and the year or years for which any such unpaid assessments were assessed and fixed. The Association shall have the power to institute proceedings to collect or enforce such assessment or the lien therefor at any time after such assessment becomes delinquent as herein provided. In the event such Association shall institute proceedings to collect or enforce such assessment or the lien therefor, the Association shall be entitled to recover from the Owner or Owners of such property all costs, including reasonable attorneys' fees, incurred in and about such

proceedings, together with interest as herein provided, and all such costs and interest shall be secured by such lien.

Upon full payment of all sums secured by such lien, the same shall be satisfied of record, and the affected Lot Owner or Owners shall pay the cost of such satisfaction. The assessments and charges created herein shall constitute a continuing lien upon all Lots and improvements thereon, if any, in the Development and no Owner may waive or in any way reduce his liability for the assessments and charges by non-use of the Common Areas or abandonment of his Lot or Dwelling Unit.

5.2. Purpose of Assessments. All assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members. Such purposes include, but are not limited to: maintenance, landscaping and beautification of the roads, other Common Areas and the drainage system, lakes, embankments of such lakes, equestrian trails, and the mitigation area located in Quail Ridge Farms; construction, repair and replacement of improvements upon the roads and other Common Areas; payment of labor, equipment, materials, managerial and supervisory costs; providing security to the Development by mechanical gates and/or guards and patrols or other means; payment of taxes assessed against the roads and other Common Areas; procurement and maintenance of insurance; employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; provision of other services intended to promote the health, safety and welfare of the Members; and such other needs as may arise from time to time.

5.3. Payment of Annual and Special Assessments. The annual and special assessments provided for herein shall be assessed for and shall cover the calendar year. Payment of annual and special assessments shall be made annually to the Association or its designee on or before January 1 of each year. Such assessments shall become delinquent if not paid by February 1 of the calendar year for which assessed and shall bear interest at the highest lawful rate from such date until paid. The assessments provided for may be adjusted from year to year by the Association as the needs of the property subject thereto in the judgment of the Association may require.

5.4. Determination of Assessment Amount. Prior to December 31 of each year, the Board of Directors shall prepare a budget for the next calendar year and based upon such budget, the Board shall fix the assessment amount for each Lot. Each Lot shall be assessed one (1) share.

5.5. Special Assessments. In addition to the annual assessment authorized by this Declaration, 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, repair or replacement of a capital improvement upon the Common Areas or any portion thereof, including the necessary fixtures and personal property related thereto. Prior to the imposition of any such special assessment, two thirds (2/3) of each Class of Members voting at a meeting called to consider such assessment and at which a quorum is present, must vote their assent to its imposition. The assessment amount for special assessments shall be fixed for each class of property owned, as provided in Paragraph 5.4 hereof.

5.6. Declarant's Assessments. Notwithstanding any provisions of this Declaration to the contrary, improved or unimproved Lots owned by the Declarant and held for sale or lease shall not be subject to any annual, special or other assessment levied by the Association or to any liens for subdivision assessments.

ARTICLE VI

ARCHITECTURAL REVIEW

6.1. Introduction. The Declarant shall have the responsibility of enforcing the requirements set forth in this Article until such time as it transfers such responsibility to the Architectural Review Committee (the "Committee"), which thereafter shall assume and be responsible for enforcement hereunder. Reference in this Article to the Declarant shall mean the Committee after such time as such responsibility is transferred to the Committee. The following provisions regarding architectural review shall apply to each and every Lot now or hereafter subject to this Declaration.

The purpose of the architectural review provisions set forth herein is to protect the value of all real property subject to this Declaration and to promote the interests, welfare, and rights of all property Owners in the Development. Decisions of the Declarant or Committee approving or disapproving of plans and specifications and details shall be based on criteria it establishes for the Development, consistently applied, but such decisions shall be final and not subject to review or appeal.

6.2. Necessity of Architectural Review and Approval. No construction, erection, placement, maintenance, reconstruction, remodeling, or alteration of, or addition to, any building, improvement, or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, well, tennis court, enclosure, septic tank, sewer, drain, disposal system, decorative building, observation deck, landscape device or object, driveway or other improvement, upon any Lot in the Development, shall be commenced without the prior written approval by the Declarant of the site, location, elevations, plans and specifications, and details, as herein provided. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons.

6.3. Submission of Plans and Specifications and Details. There shall be submitted to the Declarant two (2) complete sets of the final plans and specifications and details for any building activity subject to review by the Declarant. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence or other structure or improvement proposed to be constructed, reconstructed, altered, placed, maintained or added, together with specifications and details for the proposed construction material, color schemes for roofs and exteriors thereof and proposed grading and landscaping. The Committee may also require submission of samples of construction materials proposed for use on any Lot, and such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with this Declaration and the written criteria provided for herein.

6.4. Review of Plans and Specifications and Details. The Declarant shall approve or disapprove plans, specifications, and details within thirty (30) days from the receipt thereof. In the event the Declarant fails to approve or disapprove such plans, specifications and details within thirty (30) days, approval shall not be required and the requirements of this Paragraph 6.4 shall be deemed to have been fulfilled. One (1) set of such plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the persons submitting the same and the other copy shall be retained by the Declarant for its permanent files. The Declarant shall have the right to charge a reasonable fee for receiving each request for approval of plans and specifications and details in an amount not to exceed \$50.00. Such fee, if any, shall be payable to the

Association, in cash, at the time the plans and specifications and details are submitted to the Committee. The Declarant or Committee shall have the right to refuse to review any plans and specifications and details which have been submitted without payment of the fee, if any, charged thereof. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the Declarant to the Owner submitting same.

6.5. Architectural Review Committee. At such time as the Declarant elects to transfer to the Association the architectural review responsibilities, the Association's Board of Directors, pursuant to its Bylaws, shall appoint a standing committee of the Board, to be called the Architectural Review Committee. Initially, the Committee shall consist of three (3) members. Upon its appointment, the Committee shall assume from the Declarant all authority to review and approve plans, specifications, and details as otherwise provided herein. The Committee shall serve for a term of one (1) year. The number of Committee members may be increased from three (3) to five (5) by a resolution of the Association's Board of Directors. A majority of the Committee shall constitute a quorum to transact business at any meeting of the Committee, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee. Any vacancy occurring on the Committee because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors.

6.6. Abatement and Removal. Whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which is in violation of this Declaration, the Declarant shall have the right, but no obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall be payable by such Owner to the Declarant on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Declarant in any way liable for any damages on account thereof. All costs incurred by the Declarant pursuant to this Paragraph shall be added to the annual assessment and shall constitute a lien upon such Lot and the improvements located thereon, if any, and the personal obligation of the Owner(s), as provided for in Paragraph 5.1 hereof.

6.7. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Declarant or Committee contemplated under this Article, neither the Declarant nor the Committee shall be liable to any 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 reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Declarant or the Association.

ARTICLE VII

RESTRICTIONS AND REQUIREMENTS

7.1. Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose. No structure erected upon any Lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Declarant or Committee. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. Notwithstanding any provision to the contrary contained herein, the Declarant may construct or cause to be constructed on one or more Lots under

its ownership or on the Common Areas, any commercial or display signs, which shall be used by the Declarant or its designee for the purpose of promoting the sale of Lots and homes within the Development. No Lot shall have its boundary lines changed nor shall any lot be divided, subdivided or reduced in size without the prior written approval of the Declarant or Committee; provided however, the Declarant may replat or resubdivide Lots as set forth in Paragraph 2.2 hereof. No more than one (1) Dwelling Unit shall be permitted on a Lot, and no dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted Lot according to the Plat, unless the Declarant or Committee gives its prior written consent. The restrictions and covenants herein shall not restrict the Association or the Declarant from constructing on any Lot, security, maintenance, or other facilities for the benefit of the Development.

7.2. Size and Placement of Residences and Structures.

a. No Dwelling Unit having more than two stories shall be constructed upon any Lot, and the Declarant and its successor Committee, as provided in Article VI, retain the right to withhold approval of plans and specifications for any split-level or two-story residence, where such a structure is unsuited to such Lot's terrain, where the erection of such a structure would block or materially interfere with the view, vista or solar access of another Lot, or would not be consistent with the general development of surrounding areas.

b. Minimum Dwelling Unit area will not be less than 2,000 square feet of air conditioned area.

c. The Declarant and its successor Committee shall have the authority to promulgate rules and regulations pertaining to the height and size requirements of all other types of structures, including but not limited to, outbuildings, fences and walls.

d. Except where otherwise necessary due to the existence of easements, or set-backs shown on the Plat, no building, detached outbuilding, hedge, fence, wall or any type of permanent structure (except water wells and other underground utility facilities and equipment and except walks, driveways and parking areas, the location and design of which have been approved by Declarant or its successor Committee) may be constructed or placed on any Lot within fifteen (15) feet from the front line of the Lot, as shown on the Plat.

e. Except where otherwise necessary due to the existence of easements, set backs, or mitigation areas, created herein and as may be shown on the Plat, no above-grade structure (except fences or walls) may be constructed or placed on any Lot within: (i) ten (10) feet from each Lot sideline and (ii) twenty (20) feet from the rear line of each Lot. A corner Lot shall be deemed to have a front line on each street on which the lot abuts, and such Lot need only have one rear yard, as defined by (ii) above.

Notwithstanding the foregoing, the eaves of a Dwelling Unit may project across such building restriction lines, but by no more than three (3) feet.

f. Notwithstanding any provision to the contrary contained herein, stables and horses shall only be allowed on or within perimeter Lots.

g. All driveways must abut roadway pavement and paving must extend into the Lot for at least thirty (30) feet.

h. All Lot front yards must be sodded.

7.3. Other Requirements.

a. All plumbing fixtures, dishwashers, toilets and sewage disposal systems shall be connected to a septic tank sewage system constructed by the Lot Owner and permitted and/or approved by the appropriate governmental authority and approved by the Declarant, unless and until a public sewage system is extended to serve the Development. Each owner of a septic tank must comply in all respects with all federal, state and local environmental protection laws, ordinances, rules and regulations applicable thereto.

b. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The Dwelling Unit and all related structures shown on the plans, specifications and details approved by the Declarant pursuant to Article VI must be completed in accordance with such plans, specifications and details within one (1) year after the commencement of construction upon each Lot, unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or national calamities. The Association may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Development. During construction of a dwelling or other improvement, each Owner shall be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal.

c. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the appropriate governmental authority.

d. All structures constructed or placed on any Lot shall be built of substantially new materials and no used structures shall be relocated or placed on any Lot, without approval of the Declarant or its successor Committee.

e. Every fuel storage tank within the Development shall be buried below the surface of the ground and each such fuel storage tank shall be lawfully permitted by the appropriate government authority or authorities and each Owner thereof shall comply in all respects with federal, state, and local laws, rules, regulations and ordinances affecting the construction, operation, modification and removal of underground storage tanks. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, except for common receptacles provided by or with the approval of the Declarant or its successor Committee.

f. At such time as an Owner erects a Dwelling Unit, such Owner shall construct or cause to be constructed on his Lot a well, which shall serve as the sole source of water supply to such Lot; provided, however, that such well shall be located in accordance with the plans and specifications approved pursuant to Article VI herein and such well shall not be placed or allowed within any of the areas affected by easements given or reserved in these covenants and restrictions or designated on the Plat. Each owner of a water well shall obtain all necessary permits and approvals and comply with all federal, state and county laws, rules, regulations and ordinances. Wells shall be placed or located on a Lot in a manner consistent with setback requirements from septic tanks and lot lines established by state and local governmental authorities.

g. Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner thereof shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one (1) year and in accordance with

the provisions of this Declaration, including but not limited to, the architectural review requirements provided in Article VI hereof. All debris must be removed and the Lot restored to a clean and orderly condition within sixty (60) days of such damage or destruction.

h. Drainage System Maintenance. The filter drawdown system must be checked annually in the month of May (or shortly after the onset of the rainy season) to insure that it is functioning as designed. If the system is not functioning as designed, maintenance is to be performed by the Association in a timely fashion to restore the system. The system must be checked and maintained as frequently as necessary to insure that it is functioning properly. If maintenance measures prove insufficient, the Association must apply for and obtain approval from the St. Johns River Water Management District of an alternate design that will perform the same function.

7.4. Prohibitions.

a. No mobile homes shall be permitted on any Lot, except the Declarant or its designee shall have the right to construct temporary structures or trailers for development and marketing purposes, as provided in Paragraph 7.1 hereof.

b. No privies or outside toilets shall be constructed or maintained on any Lot, except during construction of the Dwelling Unit upon a Lot.

c. Except for the rights of the Declarant or its designee under Paragraph 7.1 hereof, no temporary house, trailer, garage, shack, storage shed or other detached outbuilding shall be placed or erected on any Lot, provided, however, that the Declarant or Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structure as may be approved shall be used at any time as a dwelling place.

d. No animals or livestock of any description, except for the usual household pets and no more than two horses, shall be kept on any Lot. 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 Declarant or the Association any animals shall exhibit dangerous propensities or become an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animals may not thereafter be kept on a Lot. The Declarant and the Association hereby reserve the right to require that all pets be leashed or otherwise restrained at all times.

e. No sign (including but not limited to "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any Lot except after applying to and receiving written permission from the Declarant or Committee; provided, however, that the Declarant shall retain the right to erect commercial and display signs, as set forth in Paragraph 7.1 hereof.

f. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or Lot.

g. No outdoor clothes poles, clothes lines and similar equipment shall be placed so as to be visible from any street.

h. No noxious, offensive or illegal activities shall be carried on on any Lot nor shall anything be done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

i. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon, in, or

under any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

j. No on-street vehicular parking shall be permitted except as may be permitted by and under regulations issued by Declarant or the Committee.

k. No tree over six inches in diameter shall be removed from any Lot without the prior written consent of the Declarant or Committee, except trees required to be removed for construction of the approved Dwelling Unit or appurtenant structures.

l. No trash, ashes, leaves, clippings, garbage or other refuse shall be dumped, stored or accumulated on any Lot in the Development. No outside burning of wood, leaves, clippings, trash, garbage or household refuse shall be permitted. In the event of a violation herein, the Association retains the right to enter upon such premises for the purpose of effecting needed maintenance, as set forth in Paragraph 4.4 hereof. Notwithstanding any provision herein elsewhere provided, an Owner's expense for entry and removal of such refuse by the Association shall not exceed \$100 for each such entry by the Association pursuant to this Subparagraph (l). This provision shall not be construed as an obligation on the part of the Declarant or Committee to provide refuse removal service. Refuse of any kind 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 rates for such refuse collection service made by the party or company providing the same.

m. There shall be no access to any Lot on the perimeter of the Development except from designated roads or equestrian trails within the Development.

n. Lakes and mitigation areas are located within portions of the Development and specifically within some of the Lots. The use and benefit of the lakes and mitigation areas are reserved exclusively for those Owners of Lots upon which such lake or lakes or mitigation areas are situated, and no lakes or mitigation areas in the Development shall be held out to be Common Areas or dedicated to public use.

o. No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, or over any portion of the lakes or mitigation areas.

p. No Owner shall have the right to dredge or fill or change the contour of the bank or edge of, or in any way alter any lake or mitigation area or cause the flow of water within any of same to be increased or impeded or in any manner affected. Further, no Owner shall have the right to clear, fill, improve, construct upon, alter or in any way affect the area shown on the Plat as being contained within the "Wetland Jurisdiction Line" without the express written approval of St. Johns County and any other governmental authority having jurisdiction therein.

q. No boats, rafts, or floating objects of any kind shall be brought or operated on any of the lakes, and no swimming ever shall be allowed therein.

r. No Lot Owner or resident shall have any right to pump or otherwise remove any water from any lake or mitigation area for the purpose of irrigation or other use, nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air-conditioning systems, waste water (other than surface drainage) rubbish, debris, ashes, or other refuse in any of same.

s. No wheeled vehicles and boats of any kind, including the maintenance and repair thereof, may be kept or parked on any

Lot unless the same are completely inside a garage or carport attached to the Dwelling Unit, except that private automobiles and trucks of the occupants bearing no commercial signs may be parked in the driveway or parking area on the Lot, and except that private automobiles and trucks of guests of the occupants may be parked in such driveway or parking area, and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery services and solely for the purpose of such services.

t. Antenna. Aerials, antennae, and/or satellite communication systems may be placed or erected upon any Lot, or affixed to the exterior of any structure within the Development only with the express written prior consent of the Declarant or the Committee.

u. Electrical and Telephone Service. All telephone, electric and other utility lines and connections shall be located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

7.5. Easements.

a. The Declarant hereby creates and reserves unto itself, its successors and assigns, including the Association, a perpetual, alienable and releasable easement, privilege and right (i) on, over and under the Lots and Common Areas to erect, maintain and use lighting, electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, drainage, sewage and other conveniences or utilities including cable television (ii) on, in, over and under all easements and Common Areas shown on the Plat (whether such easements and Common Areas are shown on the Plat to be for drainage, utilities, or other purposes) (iii) on, in, across, and under a 15-foot wide strip at the front and at the rear of each Lot, and (iv) on, in, across, and under a 10-foot wide strip along the side lot lines of each Lot. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this paragraph. The Owner of the Lot subject to the privileges, rights and easements referred to in this paragraph, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All such easements including those designated on the Plat are and shall remain private easements and the sole and exclusive property of the Declarant and its successors and assigns.

b. The Declarant hereby grants and conveys unto the Association the streets and roads shown on the Plat and does hereby create and reserve unto itself, its successors and assigns and each Lot Owner is hereby granted, a perpetual, alienable, nonexclusive easement for purposes of ingress and egress on, over, and across such streets and roads.

c. All Lots and Common Areas shall be subject to easements in favor of the Association for purposes of ingress and egress on, over and across them for maintenance of the lakes, embankments of such lakes, surface water drainage system, and mitigation areas, which maintenance shall be the sole obligation of the Association.

d. On each Lot the easement areas reserved by the Declarant shall be maintained continuously by the Lot Owner, except under such conditions whereby a public or private authority is responsible for or has in fact undertaken such maintenance obligations, and in no event shall any structures, plantings or other material be placed or permitted to remain or

other activities undertaken which may damage or interfere with the installation, maintenance or use of the roads or utilities, or which may change the direction of drainage channels or obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with established slope ratios or create erosion or sliding problems in the easements. Declarant or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Development and surrounding properties. The easements contained in this Paragraph 7.5 shall include the right to trim, cut and remove any trees, brush, bushes or shrubbery, to make any gradings of the soil, to locate guy wires and braces within such easement areas, or to take any other reasonable action necessary to install, operate and maintain utilities and to maintain reasonable standards of health and appearance, but shall not include the right to disturb any improvements erected upon a Lot which are not located within the specific easement areas designated on the Plat or in this Declaration. Improvements within such easement areas shall also be maintained by the respective Lot Owner except those for which a public authority or utility is responsible or has in fact undertaken to maintain.

e. The Declarant hereby creates and reserves unto itself, its successors and assigns, a conservation easement as provided for in Section 704.06, Florida Statutes (1985) on, over and across those portions of Lots 7, 8 and 9 as shown on the map attached hereto as Exhibit B (the "mitigation areas"). Construction, clearing, filling and dredging within the mitigation areas is prohibited.

f. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lots within the Development owned by Declarant. The easements granted by Declarant shall not materially or adversely affect any improvements erected on any Lots.

7.6 Variance. The Declarant reserves unto itself, its successors and assigns, the sole right to grant variances as to any of these covenants and restrictions relating to construction of improvements, including the locations thereof, provided the Declarant, in its sole judgment, determines from the plans and specifications and details submitted in accordance with Paragraph 6.3 that the proposed variance is off-set by improvement or higher standards or criteria in other respects or otherwise is compatible with the overall plan of improvements in Quail Ridge Farms even though the item or matter sought to be varied is not strictly in compliance with these covenants and restrictions. The Declarant shall never have any obligation or duty to grant any variance pursuant to this Paragraph 7.6 but may do so or not in its sole discretion and no variance granted by the Declarant pursuant to this Paragraph 7.6 shall ever be construed to waive or diminish any right or control of the Declarant in any respect except for the particular matter varied and then only as to the particular Lot involved and not any other, and the granting of a variance to a particular covenant or restriction shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same violation, or as to any other violation occurring prior or subsequent thereto.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Enforcement. If any person, firm, corporation, trust, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or any person or persons owning any Lot within the Development

(a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction; or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Paragraph 8.1 shall be construed as cumulative of all other remedies now or hereafter provided by law or in this Declaration. The failure of the Declarant, its successors, assigns or designees, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

8.2. Term. This Declaration shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until January 1, 2017, after which time this Declaration shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the Members holding more than two thirds (2/3) of the voting rights of each Class of Members of the Association has been recorded, agreeing to change the covenants in whole or in part; provided, however, that at any time after January 1, 2000, this Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the President and Secretary of the Association upon approval by the vote of two-thirds (2/3) of each Class of Members of the Association; provided, however, that no such amendment shall annul any material rights of the Owners provided herein. Notwithstanding any provision herein elsewhere provided, the Declarant, for so long as the number of Class B votes in the Association equals or exceeds the number of Class A votes in the Association, and thereafter, the Board of Directors of the Association, may amend this Declaration or clarify the provisions herein, as shall be necessary, in its opinion, and without the consent of any party, to qualify the Association or the properties or any portion thereof, for tax exempt status or 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. In addition to the amendments provided for in this Paragraph, the Declarant shall have the right to amend this Declaration as set forth in Paragraph 8.8 hereof. The effective date of all amendments, including amendments by the Declarant pursuant to Paragraph 8.8 hereof, shall be the date of its recordation in the public records of St. Johns County, Florida.

8.3. Mutuality of Benefit and Obligation. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Development and are intended to create mutual, equitable servitudes upon each Lot in favor of each and all of the other Lots therein; to create reciprocal rights among the respective Owners; and to create a privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns. Every person who is an Owner does by reason of taking title to property within the Development agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens. Declarant, so long as it shall own a Lot or any Common Area in its own name, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, shall have the right to enforce this Declaration.

8.4. Motor Vehicle Speed Limits.

a. Speed limits for vehicles operated on streets within the Development shall be as promulgated from time to time by the

Association, its successors and assigns. Appropriate postings of these speed limits are to be made. The Association shall have the power to assess fines for the violation of the motor vehicle speed limits in accordance with a schedule of fines promulgated by the Association. Every such fine shall be paid promptly upon its being assessed; if it is not, the Association may add the amount of the fine to the annual assessment made by the Association pursuant to Article V of this Declaration.

b. No motorized vehicle, including motorcycles, motorbikes, etc., except a duly licensed vehicle, shall be operated on any street and no such vehicle shall be operated except by a duly licensed operator.

8.5. Transfer of Declarant's Powers. The Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm, corporation, trust, or other entity as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by the Declarant by any part or Paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, corporation, trust, or other entity entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Declarant under this Declaration or the Plat, the same shall be vested in and be exercised by a committee to be elected or appointed by the Owners of a majority of the Lots shown on such Plat. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges, authorities or reservations in such committee except in the event aforesaid. None of the provisions of this Paragraph 8.6 shall apply to or affect the provisions of Article V hereof.

8.6. Consent or Approval. Except as may be provided elsewhere in this Declaration to the contrary, wherever in this Declaration the consent or approval of the Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant. In the event the Declarant fails to act on any such written request within 60 days after the same has been submitted to the Declarant as required above, the consent or approval of the Declarant to the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants or restrictions herein contained.

8.7. Declarant's Right to Amend or Add Restrictions. The Declarant reserves unto itself, its successors and assigns, the sole right: (i) to amend these covenants and restrictions other than those contained in Article V, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained; (ii) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (iii) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to such land or portion thereof which do not lower the standards of the covenants and restrictions herein contained; provided, however, that no such amendment shall annul any material rights of the Owners provided herein; and (iv) to release any Lot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; provided, however, that releasing any Lot or portion thereof from any part of these covenants and restrictions which have been violated shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same violation, or as to any other violation occurring prior or subsequent thereto.

8.8. Severability. Every part of this Declaration is hereby declared to be independent of, and severable from, the rest of this Declaration and of and from each and every other one of the covenants and restrictions and of and from every combination of covenants and restrictions. Therefore, if any of the covenants and restrictions shall be held to be invalid or to be unenforceable, such holding shall be without effect upon the validity or enforceability of any other one of the covenants and restrictions.

8.9. Captions. The captions preceding the various Articles, Paragraphs and Subparagraphs of this Declaration are for convenience or reference only, and none of them shall be used as an aid to construction of any provision of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

8.10. Notices. Any notice required to be sent to any Member or Owner 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.

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

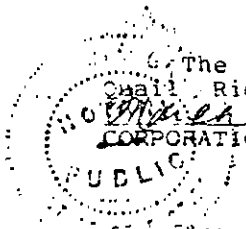
IN WITNESS WHEREOF, STOCKTON LAND CORPORATION has caused this Declaration to be executed in its corporate name by its proper officers, this ___ day of ___, 1988.

STOCKTON LAND CORPORATION,
a Florida corporation

By Mary A. Taylor
Mary A. Taylor
Its President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Declaration of Covenants and Restrictions for Chall Ridge Farms was acknowledged before me this 19th day of March, 1988, by Mary A. Taylor, President of STOCKTON LAND CORPORATION, a Florida corporation, on behalf of the corporation.



Robert J. [Signature]
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Jan. 2, 1993

1988 APR 11 PM 4:20