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**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR RIVER POINTE**

THIS AMENDED AND RESTATED DECLARATION is made this 2nd day of MAY, 1990 by Edward H. Hardison, Jr. and Jerri L. Hardison, his wife (collectively the "Developer") together with undersigned owners of property within the below described subdivision.

STATEMENT OF FACTS:

A. Developer, and the undersigned property owners are the owners of Lots One (1) through Twenty Five (25), RIVER POINTE SUBDIVISION, according to map thereof ("the Map") as recorded in Map Book 23, pages 43 through 47, inclusive of the public records of St. Johns County, Florida (the "Property").

B. On July 14, 1989, Developer executed a Declaration of Covenants, Conditions, Restrictions and Easements for the Property which Declaration was recorded in Official Records Book 825, page 1699 and 1700 of the public records of St. Johns County, Florida.

C. Developer and the aforementioned property owners being the sole owners of property as of date hereof desire to amend and restate in its entirety to further promote the general standards of the declaration.

NOW THEREFORE, in consideration of the premises and for other good and valuable considerations, the Declaration is hereby amended and restated so as to read in its entirety as follows and that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which shall run with the title to the Property, as the grantee of any deed conveying any portion of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions and restrictions and to have covenanted to observe, comply with and be bound by all such covenants, conditions and restrictions as follows:

ARTICLE I**DEFINITIONS**

As used in this Declaration, the following terms have the following meanings:

1. "Association" means the entity known as River Pointe Homeowners Association, Inc., a Florida non-profit corporation. Unless otherwise specified herein, any actions required of the Association herein may be taken by its Board of Directors or members of the Association.
2. "Board" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Association.
3. "Articles" means the Articles of Incorporation of the Association, copy of which is attached.
4. "Bylaws" means the Bylaws of the Association, copy of which is attached.
5. "Declaration" means (i) this Declaration of Covenants, Conditions, Restrictions and Easements for River Pointe and any amendments to this Declaration (ii) all exhibits attached to this Declaration, and any amendments to such exhibits.
6. "Lot" means one of the lots as shown and numbered on the Map.

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7. "Developer" means Edward H. Hardison and Jerri L. Hardison, his wife, and their assigns upon a specific assignment to such assignees of the rights of Developer under the Declaration in an instrument recorded in the public records of St. Johns County, Florida.

8. "Owner" means the record owner of a Lot. Owner does not include any party having an interest in a Lot merely as security for the performance of an obligation. In the event that there is a contract for deed covering any Lot, the Owner of such Lot will be the purchaser under said contract and not the fee simple title holder.

9. "Institutional Mortgagee" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan association, (iv) life insurance company, (v) real estate investment trust, (vi) mortgage banking or lending corporation, association or trust, owning or servicing at least 100 mortgages, (vii) Federal Housing Administration, Department of Veteran's Administration, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation, (viii) any affiliate, subsidiary, successor or assignees of any of the foregoing, holding a mortgage on a Lot, and (b) Developer if and so long as Developer holds a mortgage on a Lot.

10. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to (i) collect, convey, store, absorb, inhibit, treat, use or reuse, water; (ii) 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 of the Florida Administrative Code.

11. "Waterfront Lot" means Lots 11, 12, 13, 14, 15, 16, and 17 or any one of said Lots.

12. "Retention Ponds" means the areas on the Map defined as "Drainage Easement" or "Drainage Easement and Recreational".

13. "Park" means the land described on the Map as Tract "A" to be granted to the Association by the Developer.

ARTICLE II

LAND PLAN EASEMENTS AND LIMITATIONS

2.1 The Lots. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind may be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot may be rented separately from the rental of the entire Lot. However, the Developer will have the right to maintain facilities on the Lots owned by the Developer for sales and promotional purposes, and for maintenance purposes.

2.2 Certain Easements. The Developer and the undersigned property owners hereby reserves for the use and benefit of the Association a 10 foot maintenance easement on the the Retention Ponds and that portion of each Lot which abuts the Retention Ponds as shown on the Map (the "Maintenance Easements"). Developer and the undersigned property owners further reserves for the use and benefit of the Association access easements for ingress and egress (the "Access Easements") over and across the easements as shown on the Map which are capable of providing ingress and egress to the Retention Ponds. The Maintenance Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Retention Ponds and for the purpose of maintaining the Retention Ponds for beautification, drainage and retention of water purposes as well as maintaining the banks

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thereof. The Access Easements are for the purpose of permitting the Association, its agents, employees and contractors ingress and egress to the Retention Ponds in order to maintain the same, but this shall not be deemed to impose the obligation on the association to maintain the same.

2.3 The Retention Ponds.

A. Each Owner shall maintain the Retention Ponds located on such Owner's Lot in compliance with all requirements of all governmental entities with jurisdiction over the Retention Ponds including, without limitation the St. Johns River Water Management District.

B. No Owner shall or shall permit anyone claiming by, through or under such Owner to pollute the Retention Ponds or dump garbage, refuse, or foreign objects into the Retention Ponds. No Owner may pump or remove water from or into the Retention Ponds. The Association may pump water into or remove water from the Retention Ponds as may be required be required by governmental order.

C. Owners and their guests may use the Retention Ponds for recreational purposes provided that such activity is in compliance with any rules established by the Association from time to time governing the use of Retention Ponds and further provided that such activity does not violate any law or rule of any governmental entity with jurisdiction over the Retention Ponds. Motorized floatation devices of any type including but not limited to boats, canoes and jet skis are not permitted in the Retention Ponds.

2.4 Insurance. The Association shall carry and maintain insurance as may be provided or permitted in the Bylaws of the Association.

2.5 Conservation Easement Area. The Jurisdictional Wetlands Areas (the "Wetlands") as depicted on the Map as Area "A", Area "B", Area "C", Area "D", Area "E" and Area "F" are subject to a conservation restriction. The following uses of the Wetlands are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District:

(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 Wetlands; and

(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; and

(c) The removal or destruction of trees, shrubs or other vegetation from the Wetlands; and

(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 Wetlands; and

(e) Any use which would be detrimental to the retention of the Wetlands in their natural condition.

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

The Association ("Association", which term will have the same meaning as that in the Declaration), its successors and assigns and the St. Johns River Water Management District will have the right to enter upon the Wetlands at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of any land upon which there is located any of the Wetlands, shall be

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responsible for the periodic removal of trash and other debris which may accumulate on such Wetlands.

The prohibitions and restrictions upon the Wetlands as set forth in this Section may be enforced by the St. Johns River Water Management District by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Section may not be amended without prior approval from the St. Johns River Water Management District.

In the event of termination, dissolution or final liquidation of the Association prior thereto, the responsibility for the operation and maintenance of the surface water management system will be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. and be accepted by St. Johns River Water Management District.

Wetlands must be clearly delineated on all surveys given to individual buyers or owners of Lots encumbered by the Wetlands. Notwithstanding the terms of this Section to the contrary an owner may effect the construction of walkways and docks in accordance with a permit issued by the Florida Department of Environmental Regulation, its successors and/or assigns without the approval of the St. Johns Water Management District.

2.6 Stormwater Management System. The Association will be responsible for the maintenance, operation, and repair of the Stormwater Management System. Maintenance of the Stormwater Management System(s) means the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association will be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System must be as permitted, or if modified as approved by the St. Johns River Water Management District.

ARTICLE III THE ASSOCIATION

3.1 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all of the Property. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation and the Bylaws.

3.2 Membership. Each and every Owner (including Developer when an Owner) of a Lot will be a member of the Association.

Memberships will be appurtenant to ownership of a Lot and may not be separated from such ownership.

3.3 Voting Rights. Each member will have full voting rights on all matters to come before the Association as provided in the Articles and Bylaws.

ARTICLE IV

APPROVAL OF ALL STRUCTURES - RIGHT OF DEVELOPER TO DESIGNATE SUBSTITUTE

4.1 All Structures To Be Approved By Association. The Association reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth in this Declaration. No residence or other building, fence, wall, driveway, dock, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the residence, may be commenced, placed, erected or allowed to remain on any Lot, nor may any additions to or exterior change or alteration be made, unless and until building plans and specifications covering same have been submitted to and approved by the Association in writing. The building plans and specifications submitted to the Association must show the nature,

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kind, shape, height, size, materials, floor plans, exterior color schemes, location and orientation on the Lot, including the location of all trees, the approximate square footage, construction schedule and other such information as the Association may require, including plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land. The Association will have the absolute and exclusive right to refuse to approve any such building plans and specifications, including location and orientation on the Lot, and lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and site location and grading and landscaping plans, the Association may take into consideration the suitability and desirability of proposed construction and materials to be used. In the event Association fails to approve or disapprove the plans, specifications, and other matters required to be approved under the terms of this paragraph within thirty (30) days after receipt thereof by Association, the approval of the Association of such plans and specifications will not be required; however the Association's failure to so approve or disapprove will not waive the Association's right to approve or disapprove any amendments to any submitted plans or specifications or the Association's right to approve or disapprove any other plans or specifications required to be submitted to the Association. The Association may require changes in the location and orientation of the structures in order to save trees. No clearing of a Lot or any part thereof may be commenced unless and until the building plans and specifications (as described in this Section 4.1) have been approved by the Association in writing. Any party may rely upon a signed statement of the President of the Association to evidence the approval of the Association without the necessity of obtaining minutes of the Association or Board meeting whereat said approval was granted.

ARTICLE V

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.1 Residential Building. No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling and attached garage. Notwithstanding the foregoing buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon approval by the Association provided that any such accessory buildings do not furnish residential accommodations for an additional family.

5.2 Building Restriction Lines. No dwelling shall be located nearer than 25 feet to the front lot line, 7-1/2 feet to the side lot line or 25 feet to the rear lot line.

5.3 Minimum Floor Space. Each single-story dwelling located on a Waterfront Lot must contain not less than 2000 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on a Waterfront Lot must contain not less than 2000 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) of which 1600 square feet (exclusive of garages, carports and open or screened porches, terraces or patios) must be on the first floor thereof. Each single-story dwelling located on a Lot which is not a Waterfront Lot, except for Lots 18, 19 and 10, must contain not less than 1800 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on a Lot which is not a Waterfront Lot must contain not less than 1800 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) of which 1000 square feet (exclusive of garages, carports and open or screened porches, terraces or patios) must be on the first floor thereof. Each single-story

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dwelling located on either Lots 18, 19 or 10, must contain not less than 1900 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios); and each multi-story dwelling located on either Lots 18, 19 or 10, must contain not less than 1900 square feet of livable, enclosed floor area (exclusive of garages, carports and open or screened porches, terraces or patios) or which 1500 square feet (exclusive of garages, carports and open or screened porches, terraces or patios) must be on the first floor thereof.

5.4. Garages. Unless otherwise specifically approved by the Association, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling must have an enclosed garage or carport for not less than two (2) and not more than three (3) cars. No carport will be permitted unless otherwise specifically approved by the Association as being part of a total design which contributes to the aesthetic appearance of the dwelling and the neighborhood. Without the prior written approval of the Association, no garage may be permanently enclosed or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. Wherever practicable, garage entrances must be located on a side of the dwelling which does not face a street or road.

5.5 Recreation Facilities.

(a) All recreation facilities constructed or erected on a Lot, including, without limitation by specification, swimming pools and any other play or recreation structures, basketball backboards, platforms, playhouses, dog houses or other structures of a similar kind or nature (collectively "Recreation Facilities") must be adequately walled, fenced or landscaped in a manner specifically approved by the Association prior to the construction or erection of same.

(b) No lighting of a Recreation Facility will, in any event, be permitted unless otherwise specifically approved by the Association.

(c) Lighting of a Recreation Facility must, in any event be designed so as to buffer the surrounding residences as reasonably practical from such lighting.

5.67 Non-Interference With Easements. No structure, planting or other material may be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance by the Association of any entry way, hedge, planting, tree, grass, fence, or other improvement or landscaping located within an area to be maintained by the Association. Any easement area located upon a Lot and all improvements upon an easement area shall be maintained by the Owner of the Lot whereon said easement area lies except for those easement areas the maintenance of which is the responsibility of a public authority, utility or the Association. Drainage easements located on and constituting part of a Lot shall be maintained by the Owner of such Lot (i) so as to conform to all requirements of the St. Johns River Water Management District its successors, and (ii) so as not to interfere in any way with drainage of the Property or any portion thereof.

5.7 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television must be run underground from the connecting point therefore to the building structure in such a manner as is acceptable to the respective utility authority or company and the Association.

5.8 Air Conditioning Units. No window or wall air conditioning units will be permitted on any Lot. Compressors and fans for central air conditioning or heat pump systems must be

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located and screened by fencing, walls, or landscaping so as not to be viewable from any street.

5.9 Mailboxes. All mailboxes, paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or permitted only in the location approved by the Association and must be constructed according to a size, design and material approved by the Association. In the event the United States Postal Service makes available delivery service of mail to individual dwellings located on Lots, the Association may require that all mailboxes, paper boxes or other such receptacles previously utilized by Owners be removed and replaced by mailboxes, paper boxes and similar receptacles attached to dwellings.

5.10 Antennae and Aerials and Satellite Dishes. No antennae or aerial may be placed upon any Lot or affixed to the exterior of any building, and no antennae or aerial placed or affixed within a building may extend or protrude beyond the exterior of such building or in any way be visible from outside the building without the prior written approval of the Association. No satellite dishes may be placed on any Lot or affixed to the exterior of any building without the prior written approval of the Association.

5.11 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed or maintained on a Lot except within an area which shall be adequately walled, fenced or landscaped to prevent the same from being visible at ground level from any street or adjoining Lot.

5.12 Signs. The size and design of all signs located on a Lot will be subject to the approval of the Association. No sign of any kind shall be displayed to general view on any Lot except under any of the following circumstances:

(a) Directional or traffic signs may be installed by the appropriate governmental authority, by Association and entrance or other identification sign may be installed by or with the consent of the Association;

(b) Developer and any Speculative Builder may display signs on Lots owned by the Developer or Speculative Builder;

(c) One "For Sale" sign not more than 2 square feet (when measured on one side thereof) may be displayed on a Lot by the Owner or the agent for such Owner,

(d) A name plate and address plate in size and design approved by the Association.

5.13 Temporary Structures. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, may be placed on any Lot; provided, however, a temporary storage or out-building for materials and supplies may be used in connection with and during the construction of a dwelling provided that it shall be removed immediately from the Lot upon the completion of such construction.

5.14 Completion of Construction and Repairs. The construction of any new building or the repair of the exterior of any building damaged by fire or otherwise shall be completed with reasonable promptness.

5.15 Sales Office of Developer. Notwithstanding anything in this Declaration to the contrary, the Developer and Speculative Builders with the consent of the Developer may construct and maintain sales offices, together with a sign or signs relating thereto, on a Lot or Lots until such time as all of the Lots owned by the Developer are sold.

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5.16 Destruction Or Damage to Subdivision Improvements. Lot owners will be responsible for any and all damage caused to subdivision improvements, including but not limited to curbs and gutters, water hydrants, sidewalks erected by anyone, power poles and fences, whether the such damage is caused by the Lot Owner or the Lot Owner's employees, agents, invitees, guests, contractors or subcontractors.

5.17 Proviso. Notwithstanding anything herein otherwise provided, Developer reserves the right (i) to use any Lot owned by it for the purpose of ingress and egress to any adjoining property owned by Developer or subsequently acquired by Developer, or which Developer deems advantageous to be joined with any of the Lots and (ii) to cause any Lot to be platted as right-of-way. Developer reserves the right to impose easements for drainage and maintenance thereof on any Lot owned by it.

5.18 Driveways. A driveway of concrete or other permanent material approved by the Association must be constructed on every Lot upon which a dwelling is constructed, which driveway shall have a width of not less than 12 feet measured at the front Lot line and at a point 30 feet rearward of the front Lot line.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

6.1 Residential Use. No business or commercial building may be erected on any Lot and no business or commercial activity may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by Speculative Builders of speculative homes on Lots in accordance with the terms and provisions of this Declaration.

6.2 Maintenance of Exteriors. Each Owner shall at all times maintain the exterior of all structures on his Lot and any and all fixtures attached thereto in a slightly manner. The Association may provide repairs or maintenance upon any residence or other improvements located upon a Lot which in the opinion of the Association require repair or maintenance in order to preserve the beauty, quality and value of the neighborhood. The Association as the case may be may not undertake such repairs or maintenance unless and until the affected Lot Owner is provided written notice of the intent to undertake such repairs or maintenance and a minimum of 5 days to cause such repairs or maintenance to be effected. Permissible repairs and maintenance under this Section 6.3 include without limitation (i) the repair or replacement of the roof, (ii) painting, (iii) gutter downspouts, and (iv) yard cleanup and maintenance.

6.3 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon his Lot or upon the land lying between the street pavement and the front lot line of his Lot. All unimproved areas of a Lot on which a dwelling is erected must be maintained in an attractive landscaped and slightly manner.

6.4 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish may be deposited, dumped or kept on any Lot except in closed sanitary containers approved by the Association. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the Association or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised or governmental entity providing garbage removal utility service for the Property; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up.

6.5 Nuisances. No Owner shall cause or permit to emanate from his Lot any unreasonable noises or odors. No Owner shall

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commit on his Lot or permit to be maintained on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

6.6 Parking of Wheeled Vehicles, Boats. Except as below provided no wheeled vehicles of any kind, boats, or any offensive objects as determined by rules enacted by the Board, may be kept or parked on any roads in the Property or parked between the road and the residential dwelling on any Lot or parked on any Lot. They may be kept only completely inside a garage attached to the residential dwelling or within the rear or side yard of any Lot provided the same are sufficiently screened so as to be obstructed from view from the roads and any other Lot. Notwithstanding the foregoing, (i) private automobiles or trucks of the occupants of a residential dwelling constructed on a Lot and those of their guests may be parked in such driveways provided they bear no commercial signs and (ii), commercial vehicles may be parked in such driveways during the times necessary for pickup and delivery service and solely for the purpose of such services. No travel trailers, trailers or recreational vehicles shall be connected to any water well and/or septic tank or used as a place of residence by anyone on any of the Lots.

6.7 Garage Doors. Garage doors must be kept closed except when opened to permit persons or vehicles to enter and exit from a garage.

6.8 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that up to a total of six (6) dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners.

6.9 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision will not apply to any such vehicle which is kept within an enclosed garage.

6.10 Recreational Areas. Any recreational areas owned by the Association shall be for the use and enjoyment of the Owners, the families, and guests only and shall be subject to the reasonable rules and regulations regarding the usage of such areas which the Association may adopt and amend from time to time.

ARTICLE VII

ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS

7.1 Creation of Lien and Personal Obligations for Assessments. All assessments in this Article ("Assessments") together with interest and costs of collection when delinquent, will be a charge on the land and will be a continuing lien upon the Lot against which the Assessments are made, and will also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the Assessments were levied. Except as herein otherwise provided, each Lot will share equally in all Assessments, it being the intent hereof that, except as herein otherwise provided, the Owner of each Lot will be responsible for their proportionate share of all Assessments which will be determined as follows: each Lot will be responsible for a sum equal to a fraction the numerator of which will be the total amount of any Initial, Annual or Special Assessments and the denominator of which will be the total number of Lots (including any lots which are made subject to this Declaration from time to time by supplementary declaration) but excluding Lots which are exempt from such assessment by the terms hereof. Each Owner of a Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be so expressed in such deed or transfer document, is deemed to covenant and agree to pay the Association

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the Assessments established or described in this Article. No diminution or abatement of any Assessments will be allowed by reason of any alleged failure of the Association to perform some function required of it, or any alleged negligent or wrongful acts of the Association, or their officers, agents and employees, the obligation to pay such Assessments being a separate and independent covenant by each Owner hereof. Written notice of the Annual Assessment and of Special Assessments shall be sent to the Owner of every Lot by the Association.

7.2 Annual General Assessments. Each Lot will be subject to Annual General Assessments for the management and administration of the Association; the maintenance operation and repair of the Stormwater Management System and the furnishing of services as set forth in this Declaration (excepting those services included in the "Park Assessment" described below). Each such Annual General Assessment will be assessed for and will cover a calendar year (except as to the initial Annual General Assessment which will cover the period from the Commencement Date as provided in Section 7.5 to the expiration of the calendar year in which such "Commencement Date" occurs. Except as further described in this Article, the Board by majority vote will set the Annual General Assessments in an amount sufficient to meet the Association's obligations. The Board will have the right, power and authority, during any fiscal year, to determine, increase or decrease the Annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board will set the date or dates that assessments shall become due. Assessments will be collected annually provided, however, the Board may provide for collection of assessments in monthly, quarterly or semi-annually installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the assessment may be accelerated at the option of the Board and be declared due and payable in full.

7.3 Park Assessment. Each lot which is not a Waterfront Lot will be subject to an annual assessment (the "Park Assessment") for the improvement, repair, operation and maintenance of the Park. The Park Assessment will cover a calendar year (except as to the initial Park Assessment which will cover the period from the Commencement Date to the expiration of the calendar year in which such occurs). Except as further described in this Article, the Board by majority vote will set the Park Assessment in an amount sufficient to meet the Association's obligations. The Board will have the right, power and authority, during any fiscal year, to increase the Park Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board will set the date or dates that assessments shall become due. Assessments will be collected annually provided, however, the Board may provide for collection of assessments in monthly, quarterly or semi-annually installments; provided however, that upon default in the payment of any one or more such installments, the entire balance of the Park Assessment may be accelerated at the option of the Board and be declared due and payable in full.

7.4 Special Assessment. In addition to the Annual General Assessments authorized above, the Association may levy in any assessment year a Special Assessment applicable to that year and not more than the next four succeeding years for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement provided that any such assessment shall have the assent of majority of the votes cast either in person or by proxy at a regular meeting or special meeting called for that purpose of the Association.

7.5 Commencement of Annual Assessments. The Annual General Assessments provided for herein will commence on the day of conveyance (the "Commencement Date") of the first Lot to an Owner.

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7.6 Effect of Nonpayment of Assessment; Remedies of the Association.

(a) **Interest.** Any Assessments not paid within ten (10) days after the due date shall bear interest at the highest lawful rate.

(b) **Lien.** All Assessments against any Lot pursuant to this Declaration, together with such interest thereon, and cost of collection thereof (including reasonable attorney's fees, whether suit is filed or not), shall become a lien on such Lot effective upon recording a Claim of Lien against such Lot by the Association. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorney's fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) **Owner's Obligations.** Each Owner, by acquisition of an interest in a Lot, hereby expressly vests in the Association the right and power to bring all actions against such Owner personally for the collection of such Assessments as a debt and to enforce the aforesaid by all methods available for the enforcement of such liens, including foreclosures, by an action brought in the name of the Association in a like manner as a mortgage lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with such lien. No Owner may waive or otherwise escape liability for the Assessments provided for herein by abandonment of his Lot.

(d) **Subordination of the Lien to Mortgages.** The lien of the Assessments provided for herein shall be inferior and subordinate to the lien of a mortgage held by an Institutional Mortgagee now or hereafter placed upon any Lot subject to assessment so long as such mortgage lien is recorded prior to any Claim of Lien filed by the Association. Sale or transfer of any Lot shall not affect the Assessments lien; however, the sale or transfer of any Lot pursuant to foreclosure of such Mortgage to an Institutional Mortgagee shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer.

7.7 Certificate of Payment. The Treasurer of the Association, upon demand of any Owner liable for Assessments, shall furnish to such Owner a certificate in writing signed by such Treasurer setting forth whether such Assessments have been paid. The Association shall be entitled to make a charge for such certificate in an amount as shall be determined by the Association provided, however the amount of such charge shall not exceed such limitations therefore as may be established from time to time by Federal National Mortgage Association (FNMA), Veteran's Administration (VA) or Department of Housing and Urban Development (HUD).

7.8 Budget.

(a) **Fiscal Year.** The fiscal year of the Association shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of that year.

(b) **Initial Budget.** Developer shall determine the Association budget for the fiscal year in which a Lot is first conveyed to an Owner who is not developer or a Speculative Builder to whom the rights of the Declarant have been assigned as to such Lot.

(c) **Preparation and Approval of Annual Budget.** The Board shall adopt a budget for the each year subsequent to the initial fiscal year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred

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by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital and to provide for a general operating reserve and reserves for contingencies and replacements. The Board shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the assessments payable by each Member, on or before December 20 preceding the fiscal year to which the budget applies. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein; provided, however, that the budget for any fiscal year subsequent to the first full fiscal year may not exceed 125 percent of the budget for the preceding year without the approval of a majority of the votes of the Members voting in person or by proxy at a regular meeting or special meeting of the Association called for that purpose. The budget shall clearly delineate those expenses attributable to the improvement, operation, maintenance and repair of the Park.

(d) Reserves. The Board may build up and maintain a reserve for working capital and contingencies, and a reserve for replacements which shall be collected as part of the Annual General Assessments as provided herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the appropriate reserves. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority of the Members of the Association, or, in the event of emergency, if directed by the Board. If the reserves are inadequate for any reason, including nonpayment of any Owner's assessment, a further assessment may be levied in accordance with the provisions of Section 7.3 of this Article. The further assessment may be payable in a lump sum or in installments as the Board may determine.

(e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt the annual budget or adjusted budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay his assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or adjusted budget, each Owner shall continue to pay the assessment at the then existing rate established for the previous fiscal period in the manner such payment was previously due until notified otherwise.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.2 Release From Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants as set forth in Paragraphs 5.2, 5.3, 5.4 or 5.5 either the Developer or the Board may and each of them shall have the right at any time to release such Lot from such Paragraph or Paragraphs as are violated, provided, however, that neither the Developer or the Board shall release a violation or violations of such Paragraph or Paragraphs except as to violations that the party releasing the same shall determine to be minor.

8.3 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board

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with respect to such dispute shall be final and binding on all parties thereto.

8.4 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The St. Johns River Water Management District will 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 Stormwater Management System.

8.5 Assignment. The Developer shall have the right to assign any of its rights pursuant hereto as to any of the Lots sold by the Developer as such Lots shall be designated in such assignment provided specific reference is made in such assignment to this Section 8.5.

8.6 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

8.7 Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepaid to the Board or the Developer at 9565 County Road 13 North, St. Augustine, Florida 32092, or at such other address as the Board may hereafter designate by notice to Owners in the manner provided in Section 8.6.

8.8 Amendment.

(a) Subject to the provisions of Section 8.9 Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent or joinder of any party to (i) conform to the requirements of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Department of Veteran's Administration, Department of Housing and Urban Development or any other generally recognized institution involved in the purchase and sale of home loan mortgages or (ii) to conform to the requirements of Institutional Mortgagee lender(s) or title insurance company(s) or (iii) to perfect, clarify or make internally consistent the provisions herein;

(b) Subject to the provisions of Section 8.9 this Declaration may be amended at a duly called meeting of the Association whereat a quorum is present if the amendment resolution is adopted by two-thirds of all Members, if any. An amendment so adopted shall be effective upon the recordation in the public records of St. Johns County of a copy of the amendment resolution, signed by the President of the Association and certified by the Secretary of the Association.

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(c) So long as the Developer owns at least one Lot, the Developer will have the right from time to time to bring within the Scheme of this Declaration additional land provided that (i) such additional land is contiguous to the Property, (ii) the addition of such property will not alter the common scheme for development provided in this Declaration, and (iii) the additional properties and the owners of the same will upon their addition to the Property be subject to all assessments assessed by the Association. Said addition of lands to the Property may be made by supplementary declaration and will be effective upon the recording of the same in the current public records of St. Johns County Florida.

(d) Any amendment to the Declaration which would alter the Storm Water Management System, including the water management portions of the Common Areas, must have the prior approval of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

8.9 Consents. This Declaration contains provisions concerning various rights, priorities, remedies and interests of the Institutional Mortgagees. Such provisions are to be construed as covenants for the protection of the Institutional Mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of this Declaration impairing such rights, priorities, remedies or interest of an Institutional Mortgagee shall be adopted without the prior written consent of all Institutional Mortgagees holding liens on eighty percent (80%) or more of the Lots encumbered by Mortgages to Institutional Mortgagees. Any such consent requested by Developer of such Institutional Mortgagees shall be given prompt consideration and shall not be unreasonably withheld. This Section shall not apply or be construed as a limitation upon those rights of Developer, the Association or the Owners under this Declaration to make amendments which do not adversely affect the Institutional Mortgagees.

8.10 Legal Fees. Any and all legal fees, including but not limited to attorney's fees and court costs, including any appeals, which may be incurred by the Association in the lawful enforcement of any of the provisions of this Declaration, regardless of whether such enforcement requires judicial action, shall be assessed against and collectible from the unsuccessful party to the action, and if an Owner, shall be a lien against such Owner's Lot in favor of the Association.

8.11 Action Without Meeting. Any action required to be taken hereunder by vote or assent of the Members may be taken in the absence of a meeting by obtaining the written approval of the requisite number of Members required to constitute a quorum. Any action so approved shall have the same effect as though taken at a meeting of the Members, and such approval shall be duly filed in the minute book of the Association. So long as a Class B member of the Association exists any action required to be taken by the Association may be taken by the Class B member without a meeting.

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

8.13 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

8.14 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.

8.15 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent

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jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

8.16 Term. This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Property and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of ninety (90) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety year time or to each such ten-year extension, as the case may be, there is recorded in the Public Records of St. Johns County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-year term or the ten-year extension during which such instrument was recorded, as the case may be.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 2nd day of May, 1990.

Witnessed by:

As to Edward H. and Jerri L. Hardison

Edward H. Hardison, Jr.
Jerri L. Hardison

As to Herbert E. and Wilma Griffin

Herbert E. Griffin
Wilma Griffin

As to Doug and Paula Griffin

Doug Griffin
Paula Griffin

As to Larry Sacks

Larry Sacks

As to Vicki Sacks

Vicki Sacks

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2nd day of May, 1990 by Herbert E. Griffin and Wilma Griffin, husband and wife.

Alice Ragan
Notary Public, State of Florida
at Large

My commission expires: March 10, 1992

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 2nd day of May, 1990 by Doug Griffin and Paula Griffin, husband and wife.

Alice Ragan
Notary Public, State of Florida
at Large

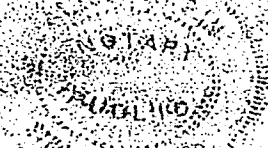
My commission expires: March 10, 1992

5/2/90/mga
40-0261107

State of Florida
County of Duval

O.N. 877 PG 0325

2nd The foregoing instrument was acknowledged before me this
day of May, 1990 by Doug Griffin and Paula Griffin, husband
and wife.

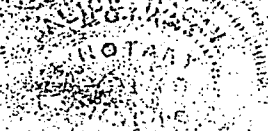


Alice Ragan
Notary Public, State of Florida
at Large

My commission expires: March 10, 1992

State of Florida
County of Duval

2nd The foregoing instrument was acknowledged before me this
day of May, 1990 by Larry Sacks.

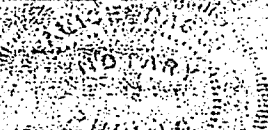


Alice Ragan
Notary Public, State of Florida
at Large

My commission expires: March 10, 1992

State of Florida
County of Duval

2nd The foregoing instrument was acknowledged before me this
day of May, 1990 by Vicki Sacks.



Alice Ragan
Notary Public, State of Florida
at Large

My commission expires: March 10, 1992

State of Florida
County of Duval

O.R. 877 PG 0326

2nd The foregoing instrument was acknowledged before me this
day of May, 1990 by Larry Sacks.

State of Florida
County of Duval

Alice Ragan
Notary Public, State of Florida
at Large

My commission expires: March 10, 1992

2nd The foregoing instrument was acknowledged before me this
day of May, 1990 by Vicki Sacks.

State of Florida
County of Duval

Alice Ragan
Notary Public, State of Florida
at Large

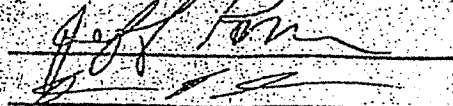

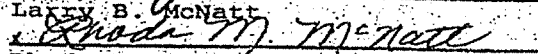
My commission expires: March 10, 1992

2nd The foregoing instrument was acknowledged before me this
day of May, 1990 by Edward H. Hardison, Jr. and Jerri L.
Hardison.

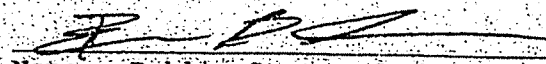
[Signature]
Notary Public, State of Florida
at Large

My commission expires:

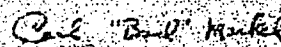
O.R. 877 PG 0327

Signed, Sealed and
Delivered:As to Larry B. McNatt and
Rhoda M. McNatt
Larry B. McNatt

Rhoda M. McNattState of Florida
County of Duval

18 The foregoing instrument was acknowledged before me this
day of August, 1990 by Larry B. McNatt and Rhoda M.
McNatt, husband and wife.


Notary Public, State of Florida
at Large
My commission expires:BARRY B. ANSBACHER
MY COMMISSION EXPIRES
March 27, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERSFILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA

90 DEC -3 PM 3:54


CLERK OF CIRCUIT COURT

**First Amendment to Amended and Restated Declaration
of Covenants, Conditions, Restrictions and Easements
for River Pointe**

This Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for River Pointe is made by Edward Hardison, Jr. and Jerri L. Hardison, his wife (collectively the "Developer") this 15th day of April, 1992.

Statement of Facts

A. The Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for River Pointe (the "Declaration") was recorded on December 3, 1990 in Official Records Volume 877, at page 309 of the public records of St. Johns County, Florida.

B. Developer owns all or a portion of the property subject to the Declaration and desires to amend the Declaration to conform to the requirement of the St. Johns River Water Management District, pursuant to Section 8.8 of the Declaration.

NOW THEREFORE, in consideration of the above premises the Developer hereby amends the Declaration as follows:

1. The first sentence of Section 2.3 C is deleted in its entirety and there is substituted in lieu thereof the following:

Owners may not use the Retention Ponds for recreation purposes or in violation of applicable law or regulation.

2. The following is added to the end of Section 2.5:

The easements and restrictions established in this numbered Section 2.5 shall be perpetual.

In witness whereof the Developer has executed this instrument on day and year above written.

Edward Hardison, Jr.
Edward Hardison, Jr.

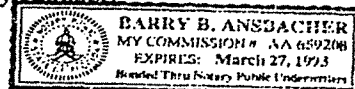
Jerri L. Hardison
Jerri L. Hardison

"DEVELOPER"

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of April, 1991 by Edward Hardison, Jr., who is personally known to me and who did take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:
Notary Number:



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of April, 1991 by Jerri L. Hardison, who is personally known to me and who did take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:
Notary Number:



PREPARED BY: RETURN TO:
BARRY B. ANSBACHER
ANSBACHER & SCHNIDER, P.A.
100 NATIONAL CENTER BLVD.
4215 SOUTH BAY Pk. 31
JACKSONVILLE, FLORIDA 32216

1200571

90-766

Recorded in Public Records St. Johns County, FL
Clerk # 92018261 O.R. 945 PG 1605 11:22AM 06-19-92
Recording 5.00 Surcharge 1.00