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**DECLARATIONS OF COVENANTS AND RESTRICTIONS  
SOUTH WALK SUBDIVISION  
ST. JOHN'S COUNTY, FLORIDA**

THIS DECLARATION, made this 1st day of June, 1996 by SOUTH WALK LTD., a Florida Limited Partnership, whose address is 151 Creekside Dr., St. Augustine, Florida 32086. (Hereinafter sometimes referred to as the "Developer");

**WITNESSETH:**

WHEREAS, the Developer is the record owner in fee simple absolute of certain of certain real property located in St. Johns County, Florida, and more particularly described in the "Schedule of Legal Description" which is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, in accordance with the applicable provisions of State law and local ordinance, the above described real property has been subdivided into a platted subdivision known as "SOUTH WALK SUBDIVISION" and a series of subdivision plats thereof duly filed in the Office of the Clerk of the Circuit Court, St. Johns County, Florida, on 1996, and recorded in Map Book, 29 at pages 73,74 and 75, 76, of the Public Records of St. John's County, Florida, and

WHEREAS, it is the present intention of the Developer to develop SOUTH WALK SUBDIVISION as a low density, high quality, residential subdivision, and

WHEREAS, the Developer has subdivided SOUTH WALK SUBDIVISION into dwelling units, and

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of subdivision, and to provide for an effective administration of the common areas in the subdivision, and

WHEREAS, the Developer has caused to be incorporated in Florida, a non-profit corporation known as SOUTH WALK HOMEOWNER'S ASSOCIATION, INC., which has been formed to provide, operate and maintain the common areas, street swales and a system of street lighting within SOUTH WALK SUBDIVISION, and generally provide for the orderly enjoyment of SOUTH WALK SUBDIVISION, and

WHEREAS, the Developer has caused to be formed the SOUTH WALK ARCHITECTURAL CONTROL COMMITTEE to review, oversee, approve and restrict outside decor of finished structures. See Exhibit "D".

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of St. Johns County, Florida.

RECORDED IN PUBLIC RECORDS ST. JOHNS COUNTY, FL.  
CLERK# 96023650 O.R. 1182 PG 110 11:13AM 07/08/96  
Recording \$69.00 Surcharge \$9.00

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**ARTICLE I**  
**DEFINITIONS AND DESCRIPTION OF PROPERTY**

Section 1.1. Definitions - The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to SOUTH WALK HOMEOWNER'S ASSOCIATION, a Florida Corporation not for profit, and its successors and assigns, the membership of owners of "dwelling units" or "lots", SOUTH WALK SUBDIVISION filed of record in St. Johns County, Florida, by the Developer.

(b) "Developer" shall mean and refer to SOUTH WALK LTD., its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon. The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use, benefit and enjoyment of the owners, their families, guests or tenants.

(d) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within SOUTH WALK SUBDIVISION and bearing any identifying number upon the plat of said subdivision. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(e) "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

(f) "Subdivision" shall mean SOUTH WALK SUBDIVISION as recorded in Map Book 29, at Page 73,74 and 75,76, of the Public Records of St. Johns County, Florida.

(g) "Architectural Control Committee" shall mean a committee appointed by the Developer and, subsequently, the SOUTH WALK HOMEOWNER'S ASSOCIATION, in accordance with Section 2.3.

Section 1.2. Common Areas - The Common Area property is described as follows: All areas designated on the plat of SOUTH WALK SUBDIVISION, as recorded in the Public Records of St. Johns County, Florida, as being either a buffer, drainage area or island within a street right-of-way and not included within a residential lot.

**ARTICLE II**  
**RESTRICTIVE COVENANTS**

Section 2.1 - No lot shall be used for any purpose except residential whose use shall be permitted in accord with the applicable governmental building and engineering department as

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regards a platted and recorded subdivision. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence (which shall not exceed two and one-half stories in height) and at least attached or detached garage for not less than two cars nor more than three cars.

Section 2.2 - No building or structure, including an addition to a dwelling, shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan, elevation, site clearing plan, landscaping and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based exclusively on aesthetic factors.

The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such as being hereafter referred to as "grounds" shall be used for normal and customary yard purposes. No structure, including an addition to a dwelling, shall be constructed or placed on grounds without the approval of the Association, or except in accordance with regulations enacted by the Association. In no event, however, may a satellite dish be permitted to be installed so as to be visible from the property's front property line. All ground lying between any street abutting a lot and a line running parallel with said street at the location of the residential structure on said lot shall be sodded for grass and shall be landscaped. Each residential structure shall include a post light to be placed on the grounds between the property line and the front of the structure. The term "structure" as used herein shall include, but is not limited to, homes, swimming pools, fences, walls, barbecue pits, television or radio antennas or satellite dishes, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, mailboxes & newspaper boxes, etc.

Section 2.3 - The Architectural Control Committee shall be composed of not less than two (2) nor more than five (5) persons. The members of the Committee shall be appointed for staggered, three (3) year terms by the Developer. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, the Developer shall promptly appoint a successor member who shall serve for the duration of the unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Developer. When the Developer deems the circumstances appropriate it shall assume the duties and perform the functions as set forth in this Declaration.

Section 2.4 - The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them by written notice to the owner and served upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee shall be final. If the Architectural Control Committee fails or refuses to approve or disapproves the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevations, site clearing plan and abbreviated specification (including exterior material and

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colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Control Committee. "T-111" or like finished are not acceptable on the front elevation of home.

Section 2.5 - No building shall be located on any lot nearer to any lot line than the minimum building set back as currently established by St. Johns County zoning ordinance. In any event, no building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than one thousand five hundred (1,500) square feet for a one-story dwelling, nor less than eight hundred (800) square feet for a dwelling of more than one-story, with a total of one thousand five hundred (1,500) square feet on the ground and second floors.

Section 2.6 - No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent.

Section 2.7 - No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.8 - No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage. No automobile, truck, or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage detached or attached to the residence.

Section 2.9 - No livestock, poultry, or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed four (4) in number.

In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets and specifically shall have the right (i) to require such animals to be leashed; (ii) to prohibit such animals from roaming at large beyond the confines of their owner's property; (iii) to require that owners keep their pets from making such noises as disturb others; and (iv) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.10 - No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the name of the occupant of

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the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

Section 2.11 - No noxious or offensive activity shall be carried on or suffered to exist on any lot, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.

Section 2.12 - No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste material shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances. No trash shall be placed at the street that is not contained in covered receptacles.

Section 2.13 - Restrictions regarding the fences, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provisions of the Zoning Ordinance of St. Johns County, Florida.

Section 2.14 - No wall, fence, or hedge over six (6) feet in height shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.2 hereof. No wire fences may be installed.

Section 2.15 - No driveway shall be constructed, maintained, altered, or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot.

Section 2.16 - Trees situated on a lot, other than those located within the footprint of the structure(s) approved by the Architectural Control Committee, having a diameter of six (6) inches or more (measured at ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.17 - Anyone violating the provisions of Section 2.16 will be required to replace such trees with trees of like size and condition within thirty (30) days after demand by the Architectural Control Committee. If the owner fails or refuses to replace the trees as demanded, the Architectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees and easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.16 and this Section.

Section 2.18 - No window air conditioner units may be placed in windows.

Section 2.19 - Clotheslines are to be installed after architectural approval of design/material and placement.

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Section 2.20 - All fuel tanks to be installed on property shall either be underground or in the rear of the property and enclosed in a manner to be approved by the Architectural Control Committee.

Section 2.21 - Each owner of a lot shall, at his expense, connect their water line to the water line provided by the County Water Service, when the county has brought water connections available to the lot. All such connections shall be by subterranean piping. The property owner is responsible for all periodic charges.

Section 2.22 - Well Restrictions. All pumps and piping for water systems shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells, said wells shall be approved and in compliance with the standards of all government regulatory commissions. Wells shall not be built over easements.

Section 2.23 - Septic Tank Restrictions. Septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains and drain fields shall not be built over easements. Placement for septic tanks, drains and drain fields must be approved by the Architectural Control. Any installation not so approved, will be the responsibility of the property owner to re-do at their expense to meet architectural control. No sewage shall be discharged onto the ground or into any marsh, lake, pond, ravine, drainage ditch or canal or access way.

Section 2.24 - No changes in elevations of the land shall be made to any lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property.

Section 2.25 - There shall be no drainage or artificial altering or changes in the course of the natural flow of water.

Section 2.26 - All driveways shall be continuous from the pavement of the street to all garages, whether detached or attached, and shall be constructed of concrete, and flared at connection to street.

Section 2.27 - Easements for the installation and maintenance of utilities and drainage facilities, water, sewer, cable television and electricity are reserved by Developer.

**ARTICLE III  
ASSOCIATION**

Section 3.1 - To effectively and efficiently provide for, operate, maintain, and manage the common areas, street swales and a system of street lighting within SOUTH WALK SUBDIVISION, filed by the Developer, a non-profit corporation (known and designated as SOUTH WALK HOMEOWNER'S ASSOCIATION, a non-profit Florida Corporation), had been created. The Association shall also assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Articles of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C" respectively, and such

documents are expressly made a part hereof.

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Section 3.2 - The owner of each lot or dwelling unit within SOUTH WALK SUBDIVISION filed in the Public Records of St. Johns County, Florida, by the Developer, shall automatically become members of the Association upon his or her acquisition of and ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3 - No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or shall be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquired title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assignor.

Section 3.4 - In providing, operating, maintaining and managing the common areas, street swales and a system of street lighting within SOUTH WALK SUBDIVISION, and in the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may, from time to time, deem appropriate and in the best interests of the Association.

#### **ARTICLE IV COVENANTS FOR ASSESSMENTS**

Section 4.1 - Creation of Lien and Personal Obligation. The Developer covenants, and each owner of each and every lot and dwelling unit shall be acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual/monthly assessments or charges and,
- (b) All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as determined necessary by the Board of Directors of the SOUTH WALK HOMEOWNER'S ASSOCIATION to carry out the purpose and function of the Association. The annual and special assessments (together with such interest thereon and the costs of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment in made. Each such assessment (together with such interest thereon and the costs of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit, such co-owners shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection

costs, and attorneys' fees.

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**Section 4.2 - Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for providing, operating, maintaining and managing the common areas, street swales and a system of street lighting within SOUTH WALK SUBDIVISION and in providing services which the Association is authorized to provide including but not limited to, the payment of taxes, governmental assessments and insurance thereon, cash for maintaining and landscaping the common areas and street swales, for the repair, replacement and operation (power bills) of the street lighting system, payment of the cost to acquire labor, services, equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of the Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

**Section 4.3 -** The initial regular monthly assessment is hereby set at the rate of \$7.00 per lot or dwelling unit until the owners have, excluding the Developer, 75% of the votes in the Association. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting: provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

**Section 4.4 -** Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit and requiring the tenant of such dwelling unit to reimburse the owner for the monthly assessment against said dwelling unit.

**Section 4.5 -** Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at eighteen percent (18%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien of such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the Subdivision, or by or for any other reason.

**Section 4.6 -** The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the



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current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.7 - All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses as set forth in Section 4.2 hereof.

Section 4.8 - Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner or a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.9 - Recognizing that proper management and operation of the Association results in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within SOUTH WALK SUBDIVISION, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of the Declaration.

Section 4.10 - The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 - All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 4.12 - The lien created pursuant to this Declaration shall be effective from and after the recording the Public Records of St. Johns County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest,

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collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

**ARTICLE V**  
**CONSERVATION EASEMENT AREAS**

**Section 5.1** "Conservation Easement Area" means all of such areas described in the legal description of the property, attached as Exhibit "A".

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

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

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

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

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

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

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

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

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

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

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the aforesaid prohibitions and restrictions.

The Association, and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Area.

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

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

#### **DEFINITIONS**

**Section 5.2** "Surface Water or 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 collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

#### **USE OF PROPERTY**

##### **Section 5.3. Surface Water or Stormwater Management System**

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

#### **AMENDMENT**

**Section 5.4** Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

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**ENFORCEMENT**

Section 5.5 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

**VEGETATIVE NATURAL BUFFER**

Section 5.6 There shall be set aside a permanent vegetative buffer ("Buffer") 15 ft wide, over that portion of the property shown on the plat as Conservation A (or other description). This Buffer extends across lots 29 through 33. The Buffer is part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this Buffer is to detain and treat stormwater prior to drainage offsite; therefore, the area must be maintained with a dense vegetative cover. Filling and placement of impervious surface (other than fenceposts) are prohibited within the Buffer.

**EXISTENCE AND DURATION**

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

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**ARTICLE VI  
AMENDMENT AND TERMINATION**

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of SOUTH WALK SUBDIVISION.

In addition to the manner of amendment set forth in the preceding paragraph the record owners of ninety (90%) percent of lots or dwelling unit in SOUTH WALK SUBDIVISION, recorded by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least ninety (90%) percent of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of St. Johns County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

**ARTICLE VII  
COVENANTS TO RUN WITH LAND**

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute an equitable servitude upon the owner of each lot and dwelling unit, the heirs, personal representatives, successors and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument, signed by seventy-five (75%) percent of the then recorded owners of the lots or dwelling units in SOUTH WALK SUBDIVISION is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

O.R. 1182 PG 0123

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

SOUTH WALK LTD.,  
a Florida Limited Partnership

Sana Dinardi

By:

Edward Burkhardt  
President,  
PARKVIEW DEVELOPMENT CORP.,  
INC., Its General Partner

Mildred J. Morgan  
Witnesses Secretary,

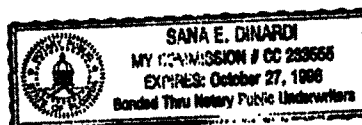
Attest: Debra Collard

PARKVIEW DEVELOPMENT CORP., INC.

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June 96, by Edward Burkhardt, on behalf of PARKVIEW DEVELOPMENT CORP., INC., General Partner of SOUTH WALK, LTD.

Sana E. Dinardi  
Notary Public, State of Florida at Large  
My Commission Expires:



O.R. 1182 PG 0124

**EXHIBIT "D"****ARCHITECTURAL CONTROL COMMITTEE**

No residences, additions thereto, add-ons, accessories, garages, porches, pools, fences, antennas, hedges or any other such structures, shall be erected, placed, constructed, altered, or maintained upon any portion of said lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, landscaping with sprinkler system together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved by the Committee or its duly authorized subcommittee or agent. Said Committee shall consist of a minimum of two (2) persons, none of whom shall be required to own property in SOUTH WALK SUBDIVISION. Such plans and specifications shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent, on a form which may be prepared by and shall be satisfactory to the Committee receipted therefor. The approval of said plans and specifications may be withheld, not only because of their non-compliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction the Committee or its agent with the grading plan, locations of the structure on the building site, the engineering, color scheme, finish design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used therein, the kind, pitch, or type of roof proposed to be placed thereon, or because of its reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee or its agent would render the proposed structure inharmonious or out of keeping with the general plan of improvement of the Subdivision or with the structures erected on other building sites in the immediate vicinity of the building site on which said structure is proposed to be erected.

The Committee shall be authorized to establish further reasonable rules and regulations for approval of plans as required by this Article and for approval of interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in the restrictions.

The approval of the committee for use on any lot of any plans of specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its rights to object to any of the features or elements embodied in such plans or specifications if and when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other lots.

If, after such plans and specifications have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than

O.R. 1182 PG 0125

as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without approval of the Committee ever having been obtained as required by these restrictions.

In the event the Committee or its duly authorized agent fails to take official action with respect to approval or disapproval of any such design or designs or location or any other matter or thing referred to herein, within thirty (30) days after being submitted and receipted for in writing, then such approval will not be required provided that the design and location on the lot conform to and are in harmony with the existing structures on the lots in this subdivision. In any event, either with or without the approval of the Committee or its agent, the size and setback requirements of residences shall conform with the requirements contained in these restrictions.

Any act, decision or other thing which is required to be done or which may be done in accordance with the provisions of these restrictions by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.



**DESCRIPTIONS****O.R. 1182 PG 0126****PARCEL "A"**

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S. 89 11' 38" W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 1595.59 FEET TO THE POINT OF BEGINNING; THENCE S. 00 42' 52" E., A DISTANCE OF 1185.90 FEET; THENCE S. 89 11' 38" W., A DISTANCE OF 367.315 FEET; THENCE N. 00 42' 52" W., ALONG A LINE TO ITS INTERSECTION WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 1185.90 FEET; THENCE N. 89 11' 38" E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 367.315 FEET TO THE POINT OF BEGINNING.

**PARCEL "B"**

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S. 89 11' 38" W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 860.96 FEET TO THE POINT OF BEGINNING; THENCE S. 0 42' 52" E., A DISTANCE OF 1185.90 FEET; THENCE S. 89 11' 38" W., A DISTANCE OF 734.63 FEET; THENCE N. 0 42' 52" W., ALONG A LINE TO ITS INTERSECTION WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 1185.90 FEET; THENCE N. 89 11' 38" E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 734.63 FEET TO THE POINT OF BEGINNING. ABOVE DESCRIBED PARCEL CONTAINING 20.0 ACRES MORE OR LESS.

1678 1  
oe**CONSERVATION EASEMENT*****THIS CONSERVATION EASEMENT is made this 24 day of******JUNE \_\_\_\_\_, 19<sup>96</sup> by \_\_\_\_\_******SOUTHWALK, LTD. \_\_\_\_\_ having an address at \_\_\_\_\_******3770 U.S. #1 South, St. Augustine Fla. 32086******("Grantor"), in favor of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes, having a mailing address at P.O. Box 1429, Palatka, Florida 32078-1429 ("Grantee").******WITNESSETH:******WHEREAS, Grantor solely owns in fee simple certain real property in St. Johns County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and******WHEREAS, Grantor desires to preserve the Property in its natural condition in perpetuity;******NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of 704.06, Florida Statutes, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the property of the nature and character and to the extent hereinafter set forth (the "Conservation Easement"). Grantor fully warrants title to said property and will warrant and defend the same against the lawful claims of all persons whomsoever.***Recorded in Public Records St. Johns County, FL  
Clerk# 96023649 O.R. 1182 PG 103 11:13AM 07/08/96  
Recording \$29.00 Surcharge \$4.00 Doc Stamps \$0.70

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1. **Purpose.** *This Conservation Easement's purpose is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.*

2. **Prohibited Uses.** *Any activity on or use of the Property inconsistent with this Conservation Easement's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:*

(a) *Constructing or placing buildings, roads, signs, billboards, utilities or other structures on or above the ground.*

(b) *Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.*

(c) *Removing or destroying trees, shrubs, or other vegetation.*

(d) *Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.*

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

(f) *Activities detrimental to water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.*

3. **Reserved Rights.** *Grantor reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.*

4. **Rights of Grantee.** *To accomplish the purposes stated herein, Grantor conveys the following rights to Grantee:*

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(a) *With Grantor's permission, to enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement.*

(b) *To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.*

5. *Grantee's Discretion.* *Grantee may enforce the terms of this Conservation Easement at its discretion, but if Grantor breaches any term of this Conservation Easement and Grantee does not exercise its rights under this Conservation Easement, Grantee's forbearance shall not be construed to be a waiver by Grantee of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.*

6. *Grantee's Liability.* *Grantor will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property. Neither Grantors, nor any person or entity claiming by or through Grantors, shall hold Grantee liable for any damage or injury to person or personal property which may occur on the Property.*

7. *Acts Beyond Grantor's Control.* *Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes beyond Grantor's control, including,*

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*without limitation, fire, flood, storm and earth movement, or from any necessary action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.*

**8. Recordation.** *Grantor shall record this Conservation Easement in timely fashion in the Official Records of St. Johns County, Florida, and shall record it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.*

**9. Successors.** *The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.*

*IN WITNESS WHEREOF, Grantor has executed this Conservation Easement on the day and year first above written.*

**Signed, sealed and delivered**

**GRANTOR:**

**in our presence as witnesses:**

**Signature:** Sana Dinardi      **Signature:** Edward Burkhardt

**Printed Name:** Sana Dinardi      **Printed Name:** Edward Burkhardt, Pres.  
Parkview Development Co. Inc.  
General Partner  
South Walk, Limited

**Signature:** Debra Collard

**Printed Name:** DEBRA COLLARD

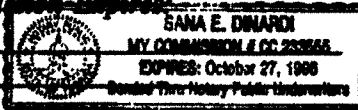
STATE OF FLORIDA  
COUNTY OF St. Johns

O.R. 1182 PG 0107

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of June, 1996, by Edward Burkhardt who did not take an oath.

Sama E. Dinardi  
Notary Public, State of Florida  
at Large.

My Commission Expires



Serial No. \_\_\_\_\_

Personally known ☒ OR produced identification \_\_\_\_\_  
Identification produced \_\_\_\_\_

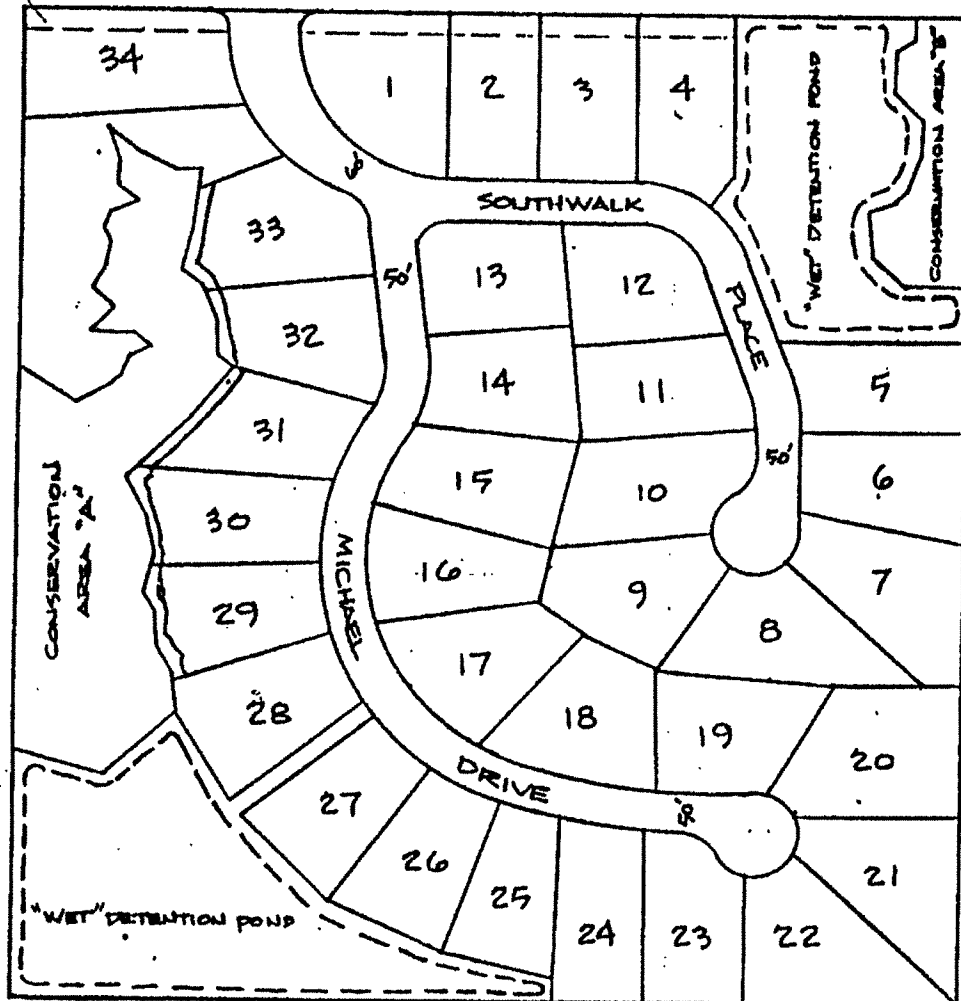
**DESCRIPTIONS****O.R. 1182 PG 0108****PARCEL "A"**

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF SECTION 5, TOWNSHIP 9 SOUTH, RANGE 30 EAST, ST. JOHN'S COUNTY, FLORIDA WITH THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206 (A 200 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE S. 89 11' 38" W., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 1595.59 FEET TO THE POINT OF BEGINNING; THENCE S. 00 42' 52" E., A DISTANCE OF 1185.90 FEET; THENCE S. 89 11' 38" W., A DISTANCE OF 367.315 FEET; THENCE N. 00 42' 52" W., ALONG A LINE TO ITS INTERSECTION WITH THE SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 1185.90 FEET; THENCE N. 89 11' 38" E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 206, A DISTANCE OF 367.315 FEET TO THE POINT OF BEGINNING.

**PARCEL "B"**

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O.R. 1182 PG 0109



A PARCEL OF LAND IN  
SECTION 5, TWP. 9S., RGE. 30E  
ST. JOHNS COUNTY, FLORIDA

FOR: SOUTHWALK

APPLICATION BY:

Edward L. Burkhardt  
151 Creekside Drive  
St. Augustine, FL 32086

PREPARED BY:

Jones & Pellicer, Inc.  
906 Anastasia Blvd., Suite A  
St. Augustine, FL 32084

DATE: February 1, 1995

SHEET \_\_\_\_ of \_\_\_\_

Xavier L. Pellicer III  
Professional Civil Engineer  
License No. 41145