

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY, THAT ON THE 25 DAY OF March, 1988
THIS PLAT WAS APPROVED.

BY: James J. Hester
ST. JOHNS COUNTY ATTORNEY

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY, THAT ON April 22, 1988 THE
FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE BOARD
OF COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA. THIS
ACCEPTANCE OF THE DEDICATED AREAS SHALL NOT BE DEEMED AS
REQUIRING CONSTRUCTION OR MAINTENANCE BY THE COUNTY OF
SAID AREAS.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

BY: Lawrence O. Stanley
ITS CHAIRMAN

ATTEST: Carol Bue-Mandel
CLERK

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND
FOUND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF
CHAPTER 177, FLORIDA STATUTES AND WAS FILED FOR RECORD
IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON
3-28-88, 1988.

CLERK OF THE CIRCUIT COURT IN AND FOR
ST. JOHNS COUNTY, FLORIDA
Carol Bue-Mandel

CERTIFICATE OF APPROVAL BY THE PLANNING DEPARTMENT

THE ST. JOHNS COUNTY PLANNING DEPARTMENT HEREBY APPROVES THE
FINAL PLAT FOR WELLINGTON OAKS - UNIT ONE DATED 3/23, 1988.

BY: Jeany Rogers
ST. JOHNS COUNTY PLANNING DEPARTMENT

CERTIFICATE OF APPROVAL BY THE ZONING DEPARTMENT

THE ST. JOHNS COUNTY ZONING DEPARTMENT HEREBY APPROVES THE
FINAL PLAT FOR WELLINGTON OAKS-UNIT ONE DATED 3/23, 1988.

BY: Jeany Rogers
ST. JOHNS COUNTY ZONING DEPARTMENT

SURVEYOR'S CERTIFICATE

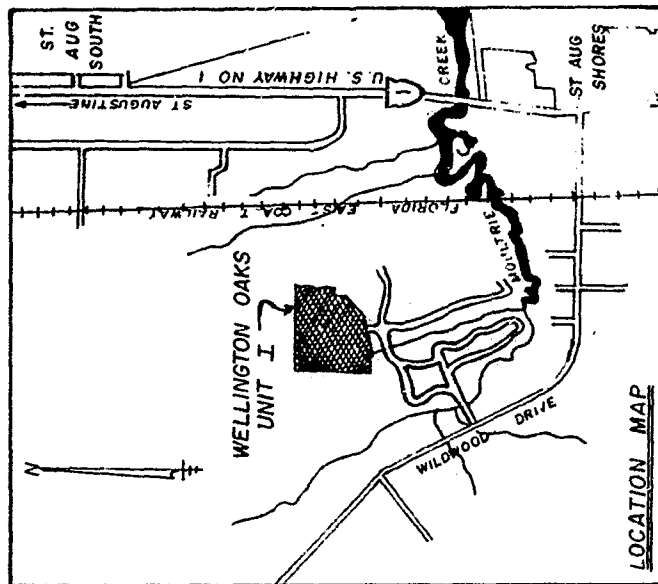
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY
LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A LAND SURVEYOR,
DOES HEREBY CERTIFY THAT HE HAS COMPLETED THE SURVEY OF THE
LANDS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A TRUE AND
CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT SAID SURVEY
WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION AND THAT
THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177,
FLORIDA STATUTES AS AMENDED, THAT THE PERMANENT REFERENCE
MONUMENTS HAVE BEEN PLACED IN ACCORDANCE WITH SECTION 177.091
(7) AND PERMANENT CONTROL POINTS WILL BE SET IN ACCORDANCE
WITH SECTION 177.091 (8).

DATE: March 18, 1988

Paul L. Taylor
PAUL L. TAYLOR
REGISTERED LAND SURVEYOR
FLORIDA REGISTRATION NO. 2674

WELLINGTON OAKS - UNIT I

A REPLAT OF A PORTION OF PRAIRIE CREEK IV
AS RECORDED IN MAPBOOK 14, PAGES 13-15
LYING IN SECTION 1 AND SECTION 12, TOWNSHIP
8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY,
FLORIDA.



CAPTION

A PARCEL OF LAND LYING IN SECTION 1 AND 12, TOWNSHIP 8 SOUTH, RANGE 29
EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

FOR A POINT OF BEGINNING USE THE SOUTHWEST CORNER OF SECTION 1,
TOWNSHIP 8 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA; THENCE
NORTH 2°08'04" EAST ALONG THE WEST LINE OF SAID SECTION 1, A DISTANCE
OF 1,248.50 FEET; THENCE NORTH 89°41'07" EAST ALONG THE SOUTH LINE
OF LOTS 88 THROUGH 93 IN UNIT NUMBER 3, ST. AUGUSTINE HEIGHTS, SUB-
DIVISION, AS RECORDED IN MAPBOOK 10, PAGE 41, PUBLIC RECORDS OF ST.
JOHNS COUNTY, FLORIDA, A DISTANCE OF 1,393.08 FEET; THENCE SOUTH
2°08'04" WEST A DISTANCE OF 185.09 FEET TO THE NORTH RIGHT-OF-WAY LINE
OF ROADWAY FOR INGRESS AND EGRESS; THENCE NORTH 89°46'20" EAST 168.76
FEET ALONG SAID NORTH LINE TO THE P.C. OF A CURVE TO THE RIGHT, SAID
CURVE HAVING A RADIUS, CHORD AND CHORD BEARING OF 820 FEET, 196.82 FEET
AND SOUTH 83°20'06" EAST, THENCE AROUND THE ARC OF SAID CURVE 197.30
FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING
A RADIUS, CHORD AND CHORD BEARING OF 25 FEET, 39.43 FEET AND NORTH
51°30'21" EAST, THENCE AROUND THE ARC OF SAID CURVE 45.42 FEET TO THE
P.T. OF SAID CURVE, THENCE NORTH 0°32'47" WEST, 184.73 FEET TO THE SOUTH
LINE OF SAID UNIT, NO. 3 OF ST. AUGUSTINE HEIGHTS, SUBDIVISION; THENCE
NORTH 89°41'07" EAST 30 FEET TO THE WEST RIGHT-OF-WAY LINE OF KINGS
ROAD AS SHOWN ON THE ABOVE REFERENCED PLAT OF UNIT NO. 3 OF ST.
AUGUSTINE HEIGHTS SUBDIVISION; THENCE NORTH 89°29'59" EAST ACROSS
THE SOUTH END OF SAID KINGS ROAD, 60 FEET; THENCE CONTINUE NORTH
89°29'59" EAST ON THE SOUTH LINE OF LOT 1, BLOCK 1, KINGS WOODS ACRES
AS RECORDED IN MAPBOOK 12, PAGE 42 AND 43, PUBLIC RECORDS OF SAID
COUNTY, 30 FEET; THENCE SOUTH 0°32'47" EAST, 124.95 FEET TO THE P.C. OF
A CURVE TO THE RIGHT HAVING A RADIUS, CHORD AND CHORD BEARING OF 850
FEET, 108.09 FEET, AND SOUTH 3°05'56" WEST, THENCE AROUND THE ARC OF
SAID CURVE 108.16 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO
THE LEFT HAVING A RADIUS, CHORD AND CHORD BEARING OF 25 FEET, 32.96 FEET
AND SOUTH 34°29'20" EAST, THENCE AROUND THE ARC OF SAID CURVE 35.98
FEET TO THE P.T. OF SAID CURVE, THENCE SOUTH 34°19'57" WEST ACROSS SAID
ROADWAY, 63.56 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS,
CHORD AND CHORD BEARING OF 25 FEET, 35.93 FEET AND SOUTH 59°52'10" WEST;
THENCE AROUND THE ARC OF SAID CURVE 40.08 FEET TO THE P.T. OF SAID CURVE;
A CURVE TO THE LEFT HAVING A RADIUS, CHORD AND CHORD BEARING OF 25 FEET,
33.08 FEET AND NORTH 33°31'14" WEST, THENCE AROUND THE ARC OF SAID CURVE
36.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT
HAVING A RADIUS, CHORD AND CHORD BEARING OF 760.0 FEET, 202.12 FEET AND NORTH
88°35'11" WEST, THENCE AROUND THE ARC OF SAID CURVE 202.72 FEET TO THE P.T.
OF SAID CURVE, THENCE SOUTH 89°46'20" WEST, A DISTANCE OF 171.24 FEET, THENCE
SOUTH 14°07'54" WEST A DISTANCE OF 146.35 FEET; THENCE SOUTH 4°05'08" WEST A
DISTANCE OF 140.36 FEET; THENCE SOUTH 12°31'43" EAST A DISTANCE OF 131.29 FEET;
THENCE SOUTH 28°34'27" WEST A DISTANCE OF 134.88 FEET TO A POINT ON THE
NORTH LINE OF LOT 7, PRAIRIE CREEK III, AS RECORDED IN MAPBOOK 14, PAGES
13-15, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°45'01"
WEST ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 50.0 FEET;
THENCE SOUTH 6°10'48" WEST ALONG THE WEST LINE OF SAID LOT 7 A DISTANCE OF
139.72 FEET; THENCE SOUTH 59°46'41" WEST ALONG THE WEST LINE OF SAID LOT 7 A
DISTANCE OF 429.56 FEET, THENCE SOUTH 77°07'36" WEST ALONG THE NORTH LINE
OF LOT 130, PRAIRIE CREEK III RECORDED IN MAPBOOK 13, PAGES 92-95 PUBLIC
RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ITS PROJECTION WESTERLY TO THE
WEST RIGHT-OF-WAY LINE OF LONE WOLF TRAIL A DISTANCE OF 357.92 FEET;
THENCE, SOUTH 83°17'56" WEST ALONG THE SOUTH LINE OF LOT 3 OF SAID PRAIRIE
CREEK III, A DISTANCE OF 327.42 FEET TO THE NORTHEAST CORNER OF LOT 49,
PRAIRIE CREEK II, AS RECORDED IN MAPBOOK 12, PAGES 65-68 OF PUBLIC RECORDS
OF ST. JOHNS COUNTY, FLORIDA; THENCE SOUTH 89°33'48" WEST ALONG THE
NORTH LINE OF SAID LOT 49, A DISTANCE OF 240.0 FEET TO THE POINT OF
BEGINNING. SAID PARCEL CONTAINING ± 37.15 ACRES.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED DARCY PARTNERSHIP, LTD., A
LIMITED PARTNERSHIP AUTHORIZED TO DO BUSINESS IN THE STATE OF
FLORIDA, IS THE LAWFUL OWNER OF ALL THE LANDS DESCRIBED IN THE
CAPTION HEREON AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED
AND SUBDIVIDED AND THIS PLAT SHALL BE KNOWN AS WELLINGTON OAKS-UNIT I
IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND
CORRECT PLAT OF SAID LANDS. NO PART OF SAID LANDS IS DEDICATED
TO ST. JOHNS COUNTY, FLORIDA, OR THE PUBLIC. ALL OF THE PROPERTY
DESIGNATED ON THIS PLAT AS PRIVATE RIGHTS-OF-WAY IS AND SHALL REMAIN
PRIVATELY OWNED, AND THE SOLE AND EXCLUSIVE PROPERTY OF THE
DARCY PARTNERSHIP, LTD., ITS SUCCESSORS, ASSIGNS OR GRANTEEES, IF ANY
OF SAID PRIVATE RIGHTS-OF-WAY. DARCY PARTNERSHIP, LTD. DOES HEREBY
GRANT TO PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS
PLAT, THEIR GUESTS, INVITEES, AND DOMESTIC HELP AND TO DELIVERY,
PICKUP AND FIRE PROTECTION SERVICES, POLICE AND OTHER AUTHORITIES
OF THE LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF
UTILITIES AUTHORIZED BY DARCY PARTNERSHIP, LTD. TO SERVICE THE
LANDS SHOWN ON THIS PLAT, HOLDERS OF MORTGAGE LEINS ON SUCH
LANDS OR ANY PART THEREOF AND SUCH OTHER PERSONS AS DARCY
PARTNERSHIP, LTD. FROM TIME TO TIME MAY DESIGNATE, THE NON-
EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND
ACROSS SAID PRIVATE RIGHTS-OF-WAY. NOT WITHSTANDING THE PRE-
CEEDING PROVISIONS DARCY PARTNERSHIP, LTD. RESERVES AND SHALL
HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS
TO ANY PERSON WHO IN THE OPINION OF SAID DARCY PARTNERSHIP,
LTD. MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR A NUISANCE
ON ANY PART OF THE LANDS SHOWN ON THIS PLAT. THE REQUIREMENT
FOR DEVELOPER AUTHORIZATION FOR CABLE TELEVISION SERVICE PROVIDERS
SHALL EXIST ONLY TO THE EXTENT ALLOWED BY FLORIDA STATUTE 177.091
(29) AS AMENDED.

IN WITNESS WHEREOF ROBERT T. HELD SR., GENERAL PARTNER OF DARCY
PARTNERSHIP, LTD. HAS EXECUTED THESE PRESENTS UNDER SEAL THIS
17th DAY OF March, 1988.

Robert T. Held Sr.
ROBERT T. HELD SR.
GENERAL PARTNER
DARCY PARTNERSHIP, LTD.
Witness
Maureen Heinan
WITNESS

(SEAL)

THE FOREGOING ADOPTION AND DEDICATION WAS ACKNOWLEDGED BEFORE
ME THIS 17th DAY OF March, 1988 BY ROBERT T. HELD SR.,
GENERAL PARTNER, DARCY PARTNERSHIP LTD., A FLORIDA PARTNERSHIP,
ON BEHALF OF THE PARTNERSHIP

Robert T. Held Sr.
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
MY COMMISSION EXPIRES _____

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUL 16, 1992
BONDED THRU FEDERAL RES. INS.

(SEAL)

This Warranty Deed

3423

Made this 14th day of March A.D. 19 97
by JAMES D. COLEGROVE, A SINGLE MAN

hereinafter called the grantor, to
ROBERT M. KENNEDY AND LOUISE A. KENNEDY,
HUSBAND AND WIFE

whose post office address is:
896 WHITE EAGLE CIRCLE
ST. AUGUSTINE, FLORIDA 32086
Grantees' Tax Id # :145-28-4640
142-28-2582
hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in ST. JOHNS

County, Florida, viz:

LOT 29, WELLINGTON OAKS, UNIT 1, according to map or plat thereof recorded in Map Book 21, page 70 and 71, of the public records of St. Johns County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 136905-0290

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 96

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in our presence:

Name: James D. Colegrove

Name & Address: JAMES D. COLEGROVE

LS

Name: Deborah J. Keller

Name & Address: 31 Alcira Court

LS

Name: Deborah J. Keller

Name & Address:

LS

Name:

Name & Address:

LS

State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 14th day of March , 19 97 ,
by

JAMES D. COLEGROVE, A SINGLE MAN

who is personally known to me or who has produced DRIVERS LICENSE as identification.



DEBORAH J. KELLER
Notary Public, State of Florida
My comm. expires Aug. 5, 2000
Comm. No. CC574759

Notary Public
Print Name: Deborah J. Keller

My Commission Expires: Aug. 5, 2000

PREPARED BY: DEBORAH J. KELLER
RECORD & RETURN TO:
Independent Title of St. Augustine, Inc.
2676 U S 1 South
St. Augustine, Florida 32086
File No: 97-11093



DEBORAH J. KELLER
Notary Public, State of Florida
My comm. expires Aug. 5, 2000
Comm. No. CC574759

Recorded in Public Records St. Johns County, FL
Clerk# 97008997 O.R. 1228 PG 507 09:46AM 03/18/1997
Recording \$5.00 Surcharge \$1.00 Doc Stamps \$1,155.00

RECORD AND RETURN

PREPARED BY:

R.G. LUBBERS, JR., LAWYER
P.O. BOX 5828
FORT LAUDERDALE, FLA 33310

85 22354

ASSIGNMENT OF DEVELOPER'S RIGHTS

OFF 686 FILE 1641

THIS AGREEMENT made this 14th day of November, 1980, by and between BODEE DEVELOPMENT CORPORATION, a Florida corporation (hereinafter "BODEE"), ROBERT T. HELD, SR., individually (hereinafter "R. HELD"), MICHAEL J. HELD (hereinafter "M. HELD"), and DARCY PARTNERSHIP LIMITED, a Florida Limited Partnership (hereinafter "DARCY").

KNOW ALL MEN by these presents that:

WHEREAS, BODEE and DARCY have purchased certain properties from MAIDEN PARTNERSHIP LIMITED, a Florida Limited Partnership, heretofore known as the "Declarant" in the Declarations of Covenants, Conditions and Restrictions recorded as follows:

Official Records Volumes 296, 300, 419, and 452,
at Pages 601, 757, 470, and 520, respectively, and
pertaining to the following subdivision located in
St. Johns County, Florida: Prairie Creek, Prairie
Creek II, Prairie Creek III, and Prairie Creek IV;
and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions described above define "Declarant" as MAIDEN PARTNERSHIP LIMITED or its successors and assigns; and

WHEREAS, BODEE has been assigned the Developer's rights of the Declarant for the respective subdivisions covered by the Declarations of Covenants, Conditions and Restrictions by virtue of Assignment Agreement dated the 7th day of November, 1980 from MAIDEN PARTNERSHIP LIMITED, a Florida Limited Partnership; and

WHEREAS, BODEE the assignee of said Declarant's interests desires to further assign its Declarant's interests, jointly and severally, with itself to BODEE, DARCY, R. HELD and M. HELD as their interest may appear in title to the property of the above described subdivisions; and

WHEREAS, BODEE, DARCY, R. HELD and M. HELD are entities that consist of ROBERT T. HELD and/or his immediate family and are used for the purpose of holding legal and equitable title for the development and sale of the encumbered property to the public; and

WHEREAS, BODEE, DARCY, R. HELD and M. HELD are fully aware of the obligations of the Developer as set out in that certain Assignment of Agreement dated the 7th day of November, 1980, between BODEE and MAIDEN PARTNERSHIP LIMITED, a copy of same being attached hereto; and

WHEREAS, BODEE, DARCY, R. HELD and M. HELD, jointly and severally, as a condition prerequisite to the taking of title to any property in the subdivisions covered by the Declarations of Covenants, conditions and restrictions, recorded as set out above, acknowledge the undertakings and assumptions of the Declarant; and

WHEREAS, the parties acknowledge that BODEE has taken title to the Class B stock of Maultree Creek Property Owners Association for the use and benefit of the others as joint and several developers of the property encumbered by the Declaration of Covenants, Conditions and Restrictions recorded as set out above.

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS, in hand paid by BODEE, DARCY, R. HELD and M. HELD, the receipt and sufficiency which is acknowledged, and by the performance of the covenants, conditions and promises hereinafter set forth, the parties do covenant and agree as follows:

1. Assumption of Liabilities: BODEE, DARCY, R. HELD and M. HELD expressly assume and agree to perform all obligations as described and set forth in the Declarations of Covenants, Conditions and Restrictions covering the lands known as Prairie Creek, Prairie Creek II, Prairie Creek III, and Prairie Creek IV as more particularly described above. In addition, BODEE, DARCY and R. HELD covenant and warrant that they will perform jointly and severally all obligations set forth in the Articles of Incorporation and By-Laws of the Moultrie Creek Property Owners Association respecting the Class B membership thereof.

2. Transfer of Interest: BODEE does hereby alienate, convey, transfer, assign, and transfer to BODEE, DARCY, R. HELD and M. HELD, jointly and severally all of its right, title and interest in and to its rights as a Developer of the lands known as Prairie Creek, Prairie Creek II, Prairie Creek III, and Prairie Creek IV as more particularly described above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

BODEE DEVELOPMENT CORP.

BY: *[Signature]*
Vice President

DARCY PARTNERSHIP LIMITED, a Florida
Limited Partnership

BY: *[Signature]*
General Partner

[Signature]
ROBERT T. HELD, SR.

[Signature]
MICHAEL J. HELD

STATE OF FLORIDA)
: ss.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared R.T. Held, the Vice President of BODEE DEVELOPMENT CORP., a Florida corporation, who executed the foregoing instrument and he acknowledged before me that he executed same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 1980.

(Notarial Seal)

Jean Lutes
Notary Public, State of Florida
MY COMMISSION EXPIRES: May 29, 1983

STATE OF FLORIDA)
: ss.:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared Robert T. Held, the General Partner of DARCY PARTNERSHIP LIMITED, a Florida Limited Partnership, who executed the foregoing instrument and he acknowledged before me that he executed same on behalf of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of November, 1980.

(Notarial Seal)

Jean Lutes
Notary Public, State of Florida
MY COMMISSION EXPIRES: May 29, 1983

80 6412

GEORGE J. ELLIS, JR.
2591 PARK STREET
JACKSONVILLE, FLORIDA 32204

OFF REC 452 PAGE 520

PRAIRIE CREEK IV

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by Maiden Partnership, Ltd., as a limited partnership authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant".

W I T N E S S E T H :

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

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

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the lots hereafter set forth located in Prairie Creek IV subdivision, and to limit the use for which each and every of said lots located in Prairie Creek IV subdivision is intended.

NOW THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situate, lying and being in St. Johns County, Florida, to wit:

PRAIRIE CREEK IV, according to the plat thereof recorded in Map Book 14, pages 13 through 15, inclusive of the Public Records of St. Johns County, Florida,

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

ARTICLE I

DEFINITIONS

1.01 - ASSOCIATION: "Association" shall mean and refer to Moultrie Creek Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02 - COMMITTEE: "Committee" shall mean and refer to the Architectural Design Committee which shall be appointed by the Association.

1.03 - OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04 - PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05 - COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06 - LOT: "Lot" shall mean and refer to the lots of land described in the plat of Prairie Creek IV, according to plat thereof recorded in Map Book 14, pages 13 through 15, inclusive, of the current public records of St. Johns County, Florida.

1.07 - MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument, the Articles of Incorporation and the By-Laws of the Association.

1.08 - DECLARANT: "Declarant" shall mean and refer to Maiden Partnership, Ltd., a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09 - SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Prairie Creek IV, and any and all future real property to be platted by the Declarant, its successors and assigns as Prairie Creek Subdivision, in the official records of St. Johns County, Florida.

1.10 - SUCCESSORS AND ASSIGNS: "Successors and assigns" shall mean and refer to the successors and assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing, signed by the Declarant and recorded among the

public records of St. Johns County, Florida, specifically referring to this provision of these restrictions. As used in these restrictions, the words "successor and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Prairie Creek IV.

1.11 - COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

ARTICLE II RESTRICTIONS

USE RESTRICTION.

1.01 - Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lot other than one (1) detached single family dwelling not to exceed two (2) stories in height, including a two-car garage.

SETBACK RESTRICTIONS.

2.01 - No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than twelve and one-half (12.5) feet to the rear lot lines of said Lots. For the purpose of this covenant, eaves and steps shall be considered as part of the permanent structure. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02 - When two or more Lots are used as one building site, the setback restrictions set forth in paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

2.03 - When any Lot is subdivided as provided for hereinafter, the setback restrictions set forth in paragraph 2.01 of this Article and easements shall apply to the lot perimeter as constituted after such subdivision.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01 - None of the said Lots shall be divided or resubdivided in less than lots of less than two (2.0) acres in size. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be

replatted.

3.02 - No property or Lot in this subdivision shall be built on when said property or Lot is less than two (2) acre.

3.03 - Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04 - All residences shall be constructed and maintained so as to have at least a heated living floor area (exclusive of porches, patios and garages) of 1500 square feet or greater.

3.05 - All garage entrances must be at the side end of the building or the rear of the building except corner Lots 8, 14 and 15.

3.06 - No window air conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01 - No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02 - No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 - No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the Committee.

4.04 - No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05 - No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are

maintained in a clean and sanitary condition and kept within the Owner's property.

4.06 - No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07 - No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Prairie Creek IV.

4.08 - No wheeled vehicles of any kind, except passenger cars, or boats, may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service solely for the purpose of such service.

4.09 - No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it visible only in the least possible manner from any street, and so it is not attached to the main residence.

4.10 - No antenna or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereof without the prior written approval of the Committee.

4.11 - No property Owner may cut a tree with a diameter in excess of six (6) inches without the prior approval of the Committee.

4.12 - No mailbox, newspaper box or similar holder shall be permitted on property Owners' lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13 - No lawn, fence, hedge, tree or landscaping feature on any

of said Lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Association, or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor and the Association or its duly authorized agent, shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association within 30 days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01 hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees or landscaping features, including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawn and similar standards.

4.14 - Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development purposes for Prairie Creek IV.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01 - At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02 - If and when public (or private) central water and/or central sewage treatment plant and collection systems are provided, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid of construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay, when due, the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall only be used for irrigation, swimming pools, air conditioning and lawn watering.

FENCES.

6.01 - All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01 - No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE.

8.01 - 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 after the initial conveyance of said Lot by the Declarant.

8.02 - There shall be no draining or artificial altering or change in the course of the natural flow of water.

ARTICLE III.

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01 All of the property shown on the above referenced plat and designated thereon as entrance rights-of-way, and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Prairie Creek IV, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate the nonexclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future which parcels are defined and for convenience referred to herein as "access ways". The Declarant shall have the unrestricted and absolute right to deny ingress to any person, who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land and Declarant, or its successors and assigns, will maintain said access ways until they are dedicated.

1.02 - The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said

access ways or pavement or other improvements thereon, and the right, but not the obligation to control and prohibit parking on all or any part of said access ways.

UTILITIES.

2.01 - All easements for utilities and other purposes shown on the plat of Prairie Creek IV recorded in the plat records of St. Johns County, Florida, above mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02 - All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water, and sewer lines, poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from said lot lines of each Lot to a line five (5) feet from said lot line or lines and running parallel therewith. Upon the subdivision of any Lot, there shall be created upon the line of subdivision, and within five (5) feet parallel thereto on either side thereof, such easements as set forth above, whether the subdivision be done by the Developer or any future Lot Owners.

ARTICLE IV

MOULTRIE CREEK PROPERTY OWNERS ASSOCIATION, INC.

1.01 - Moultrie Creek Property Owners Association, Inc., is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Prairie Creek, St. Johns County, Florida.

1.02 - Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Maiden Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in

the Corporation until January 1, 1986, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03 - Membership in the Corporation may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

ARTICLE V

ARCHITECTURAL DESIGN COMMITTEE

1.01 - 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 or said Lots, unless a complete set of plans and specifications therefor, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Prairie Creek. Such plans and specification 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 and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable

dissatisfaction of the Committee or its agent, with the grading plan, location 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.

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

1.03 - The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right 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.

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

1.05 - Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof, enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of

trespass for such entry or inspection.

1.06 - For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07 - 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.

1.08 - 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.

ARTICLE VI

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES.

1.01 - Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the Bylaws of the Association, a copy of which is attached to the Declaration of Covenants, Conditions and Restrictions of Prairie Creek, recorded in Book 296, pages 601 through 635, inclusive, of the Official Records of St. Johns County, Florida. No modification or amendment to the Bylaws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to the Bylaws in accordance with the formalities set forth herein. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

MEMBERSHIP.

2.01 - Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and Bylaws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent

of the Association.

FEES.

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3.01 - The initial monthly fee to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be \$50.00 per month and shall always be an amount which is equal to twice the fee charged to any Owner of a Lot in the adjacent subdivision of Prairie Creek, Prairie Creek II, or Prairie Creek III. Should a lot be subdivided, each portion thereof shall be assessed a full maintenance fee in the same amount as if it were a full Prairie Creek IV lot. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate from time to time. The association may increase said fees from time to time as is hereinafter provided, but said initial fees shall not be increased prior to January 1, 1981. Thereafter, said fees may be increased or decreased by the Association except that the monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%) in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Prairie Creek whether recorded now or in the future, and if said fees are decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each undivided Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote except in the event said Lot shall have been subdivided and sold, in which event the two holders of said subdivided Lot shall be entitled to one (1) vote each.

3.02 - In the event any sales taxes or other taxes are required

to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03 - The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1980. Said accounting shall be made in conformity with the generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04 - The Association may co-mingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands show on plats of Prairie Creek, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01 - Each such fee and interest thereon at the highest rate allowed by law and reasonable court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association may be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot,

and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may perfect its lien and file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, a Claim of Lien stating the amount of said overdue fee, together with the interest and costs of collection including attorneys fees thereon and other amounts which become due after the lien is filed until the lien is satisfied or discharged and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02 - Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgagee or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot Owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

4.03 - Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04 - The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05 - The purchasers or lessees of Lots or parcels in Prairie Creek IV by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become

personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01 - The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

USE OF FEES.

6.01 - Upon the Declarant dedding to the Association, the Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Prairie Creek, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting the properties located in Prairie Creek, namely:

- A. Maintain the streets and mow grass on the road rights-of-way;
- B. Maintain two (2) tennis courts;
- C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;
- D. Maintain the common areas;

upon the dedication of each of the above by the Declarant to the Association.

6.02 - The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03 - No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of said facilities to be maintained.

6.04 - The Association may assign its right, duties and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

6.05 - Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01 - The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01 - These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties

and all persons claiming under them until December 31, 2000 at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless commencing with the year 1986, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Prairie Creek IV, or commencing with the year 2001, by vote of seventy-five percent (75%) of the then Owners of all of the Lots or tracts in Prairie Creek IV, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS.

3.01 - In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01 - Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to do and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 12th day of May, 1980.

In the presence of:

[Signature]
[Signature]

MAIDEN PARTNERSHIP, LTD.

By: Terry W. Pacetti
Terry W. Pacetti, General Partner

-(Seal)-

STATE OF FLORIDA

COUNTY OF *St. Johns*

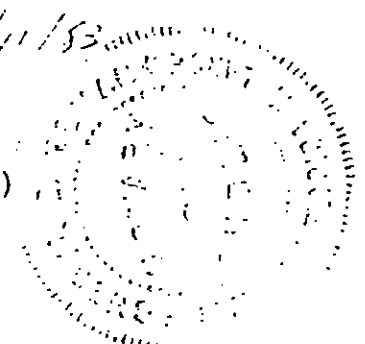
BEFORE ME, personally appeared TERRY W. PACETTI, to me well known and known to me to be the General Partner of Maiden Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said TERRY W. PACETTI, General Partner of Maiden Partnership, Ltd., did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purposes therein expressed.

WITNESS my hand and official seal, this 13th day of May, 1980.

PREPARED BY & RETURN TO
GEORGE J. ELLIS, JR.
2591 PARK STREET
JACKSONVILLE, FLORIDA 32204

George E. Roman
Notary Public
My Commission Expires: 12/1/83

(Notarial Seal)



FILED AND RECORDED
PUBLIC RECORDS
CLERK OF COUNTY

1980 MAY 20 PM 2:46

William H. [Signature]
[Illegible text]

57
This Instrument Prepared By:
Stephen A. Faustini
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 2-11-021

CERTIFICATE OF RECORDATION

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR OAKBROOK PROPERTY
OWNERS' ASSOCIATION, INC.**

**SECOND AMENDED AND RESTATED BY-LAWS OF OAKBROOK
PROPERTY OWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Oakbrook Property Owners' Association, Inc., and the Second Amended and Restated By-Laws were duly adopted by the Association membership at the duly noticed annual Members meeting of the Association on the 16th day of December, 2012. The original Declaration of Covenants, Conditions, and Restrictions is recorded at Official Records 787, at page 965 et seq., of the public records of St. Johns County. The Amended and Restated Declaration of Covenants, Conditions, and Restrictions is recorded at Official Records 3330, page 1695 et seq., of the public records of St. Johns County, Florida.

The property encompassed by the Declaration of Covenants, Conditions, and Restrictions is further described at Map Book 21, pages 70 and 71; Map Book 24, pages 56 and 57; and Map Book 25, pages 45 through 57, inclusive, all of the public records of St. Johns County, Florida.

The Second Amended and Restated Declaration of Covenants, Conditions and Restrictions is attached hereto. The Articles of Amendment to the Articles of Incorporation of Wellington Oaks Property Owners Association, Inc., were filed with the Florida Secretary of State on December 23, 1994, and are not being recorded herewith. The Second Amended and Restated By-Laws is attached with this filing.

Signed, sealed and delivered in the
presence of:

Richard L. Waler Jr.
Witness: Richard L. Waler Jr.
(Type or Print Name)

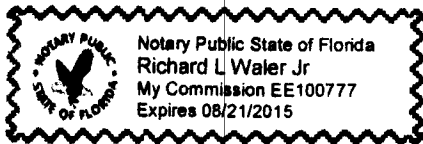
Rebecca Waler
Witness: Rebecca Waler
(Type or Print Name)

OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

By: Harry Maxwell
Printed Name: HARRY MAXWELL
Its President

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING instrument was acknowledged before me this
16th day of December, 2012, by Harry Maxwell,
President of Oakbrook Property Owners' Association, Inc., a Florida Corporation, on
behalf of the corporation, who (☒) is personally known to me or (☐) has produced
identification.



Richard L. Waler Jr.
Signature of Notary
Richard L. Waler Jr.
(Name of Notary Typed or Printed)
Commission number: EE100777
Commission Expires: 8/21/2015

OAKBROOK
PROPERTY OWNERS'
ASSOCIATION, INC.

SECOND
AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND
RESTRICTIONS

SECOND AMENDED AND RESTATED

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT is made to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Oakbrook Property Owners' Association, Inc., a corporation, authorized to do and doing business in the State of Florida, hereinafter referred to as "the Association."

WITNESSETH:

WHEREAS, the Declarant, Darcy Partnership Limited, a limited partnership authorized to do and doing business in the State of Florida, recorded that certain Declaration of Covenants, Conditions and Restrictions for Wellington Oaks Phase I and Oakbrook in Official Records Book 787, Pages 965 through 991, as amended by Amendment recorded in Official Records Book 819, Page 482; by Second Amendment recorded in Official Records Book 910, Page 1504; by Third Amendment recorded in Official Records Book 1037, Page 484; by Fourth Amendment recorded in Official Records Book 237, Page 349; by Fifth Amendment recorded in Official Records Book 1360, Page 1790; by Sixth Amendment recorded in Official Records Book 1475, Page 1901; by Seventh Amendment recorded in Official Records Book 1484, Page 199, by Eight Amendment recorded in Official Records Book 1896, Page 755; ~~and~~ by Ninth Amendment recorded in Official Records Book 2814, Page 1501; by Tenth Amendment recorded in Official Records Book 3335, page 1891; by Eleventh Amendment recorded in Official Records Book 3443, pages 796 through 799 (hereinafter collectively referred to as the "Original Declaration"); by Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3330, pages 1695 through 1713, and by First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 3500, pages 1306 through 1311, all of the public records of St. Johns County, Florida (hereinafter collectively referred to as the "Original Declarations First Amended and Restated Declaration"), all of the public records of St. Johns County, Florida; and

WHEREAS, the Original Declarations and the First Amended and Restated Declaration pertain to the following described real property situated, lying and being in St. Johns County, Florida, to wit: Wellington Oaks, Unit 1, according to the map or plat thereof recorded in Map Book 21, pages 70 and 71, Wellington Oaks, Unit 2, according to the map or plat thereof recorded in Map Book 24 pages 56 and 57, and Oakbrook, according to the map or plat thereof recorded in Map Book 25 pages 45 through 57, inclusive of the public records of St. Johns County, Florida. Less and Except all road rights of ways that are or shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions, all of which are for the purpose of

protecting the value and desirability of, and which are or shall be covenants to run with said lots and be binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, Article VII ~~Section 1.01~~ of the First Amended and Restated Declaration authorizes the ~~Declarant~~ Association to amend that document ~~the Original Declarations~~ provided such amendment does not affect the lien of any mortgage encumbering any of the lots within the Property and is approved by the Association; and

WHEREAS, ~~Declarant~~ the Association desires to amend and restate the First Amended and Restated ~~Original~~ Declarations, and all amendments and alterations thereto, in their entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein; and

NOW, THEREFORE, ~~the Original Declarations as they have been previously amended are hereby further amended in part and are restated in their entirety.~~ Except as may be specifically set forth herein, it is intended that this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions supersede the Covenants, Conditions and Restrictions contained in the Original Declarations and all amendments thereto as well as the First Amended and Restated Declaration of Covenants, Conditions and Restrictions. Said Second Amended and Restated Declaration of Covenants, Conditions and Restrictions shall run with the property, shall be binding upon all parties having and/or acquiring any right, title or interest in the property or in any part thereof, and shall inure to the benefit of each and every person or entity from time to time, owning or holding an interest in said real property. To the extent there is any conflict whatsoever between the provisions of this Second Amended and Restated Declaration and those of the Original Declarations or ~~their~~ any amendments thereto or the First Amended and Restated Declarations, the provisions of this Second Amended and Restated Declaration shall be deemed to control. All future Amendments to the Covenants, Conditions and Restrictions on the ~~L~~land subject to this Second Amended and Restated Declaration and governed by the Oakbrook Property Owners Association, Inc., shall be made to this Second Amended and Restated Declaration. Any such ~~A~~a amendment shall be deemed to appropriately amend the Amended and Restated Declaration and the Original Declarations and all amendments thereto, which this Second Amended and Restated Declaration supersedes.

ARTICLE I DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Oakbrook Property Owners' Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida, its successors ~~an~~ and assigns.

1.02. BOARD: "Board" shall mean the Board of Directors of the Association.

~~1.1203~~ BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Wellington Oaks, Units 1 and 2, and Oakbrook plats, above mentioned as aforementioned, as to any Lots.

~~1.024~~. COMMITTEE: "Committee" or "ADC" shall mean and refer to the Architectural Review Design Committee, which shall be appointed by the Association.

~~1.1105~~ COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

~~1.056~~. COMMON AREA: "Common Area" or "Common Property" shall mean and refer to all real property and improvements located thereon of the real property ~~dedicated from time to time by the Declarant to the Association and~~ owned from time to time by the Association for the common use and enjoyment of the Owners.

~~1.087~~. DECLARANT: "Declarant" shall mean and refer to Darcy Partnership, Limited, a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

~~1.068~~. LOT: "Lot" or "Parcel" shall mean and refer to the lots of land described in the plats of Wellington Oaks, Unit 1, according to the plat thereof recorded in Map Book 21, Pages 70 through 71, Wellington Oaks, Unit 2, according to the plat thereof recorded in Map Book 24, Pages 56 and 57, and Oakbrook, according to the plat thereof recorded in Map Book 25, pages 45 through 57, inclusive of the current public records of St. Johns County, Florida.

~~1.079~~. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument.

~~1.0310~~. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

~~1.0411~~. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.12. RULES AND REGULATIONS: "Rules and Regulations" shall mean the rules, regulations, and policies governing the Property/Subdivision, including the use of Lots and Common Areas, that may be promulgated by the Board from time to time.

~~1.09~~**13. SUBDIVISION:** "Subdivision" shall mean and refer to all the real property above described and recorded as Wellington Oaks and any and all future real property to be platted by the ~~Declarant~~ **Association**, its successors and assigns, simultaneously or in successive phases, under the name of Wellington Oaks **Units 1 or 2**, Oakbrook, or any other name provided that property or subdivision is contiguous or adjacent to the land described "in the plat of Wellington Oaks, **Unit 1**, according to the plat thereof, recorded in Map Book 21, pages 70 through 71, **Wellington Oaks, Unit 2, according to the plat thereof recorded in Map Book 24, Pages 56 and 57, and Oakbrook, according to the plat thereof recorded in Map Book 25, pages 45 through 57**, inclusive, of the public records of St. Johns County, Florida, or is contiguous and adjacent to any other subdivision which subdivision is adjacent to said plats of Wellington Oaks, **Unit 1, Wellington Oaks, Unit 2, or Oakbrook** described herein and is subject to these covenants and restrictions.

~~1.10~~**14. SUCCESSORS AND ASSIGNS:** "Successors and Assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant **or the Association**, who are designated as such by an instrument in writing signed by the Declarant **or the Association** and recorded among the Public Records of St. Johns County, Florida specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Wellington Oaks, **Units 1 or 2**, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.

~~1.13~~**15. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM(S)"** means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporation methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, 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.

1.16. UNDEVELOPED LOTS: "Undeveloped Lots" shall mean vacant Lots in that no residence has been constructed on said Lot, and the Lot is not contiguous to another Lot owned by the same Owner that contains a dwelling.

ARTICLE II RESTRICTIONS

USE RESTRICTION

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car **(or larger)** garage. **No commercial business is permitted in or upon a Lot. Provided, however, that Lot Owners (and their family members**

and tenants) may use Lots for "home office" or "telecommunicating" purposes, provided such uses do not involve customers or clients coming into the Property, the posting of any signage on any portion of the Property, nor more than two regular deliveries per day of correspondence or similar items from customary delivery services.

1.02. Occupancy in the Absence of the Owner and Leasing of Lots.

(A) Occupancy in the Absence of Owner. If the Owner and the family who permanently reside with the Owner are not occupying the Lot, then any occupancy shall be considered a lease whether or not the occupants are paying rent and shall be subject to the provisions with respect to leases as set forth herein.

(B) Leasing of Lots. The following restrictions shall apply to the occupancy of all Lots:

(1) All leases must be in writing, even if no rent or consideration is involved.

(2) The minimum leasing term shall be six (6) months.

(3) Any person who is the brother, brother-in-law, sister, sister-in-law, grandparent, parent, or child of the Owner or the Owner's spouse, if any, may occupy the Lot in the absence of the Owner without limitation as to the number of occasions or length of stay. No written lease is required.

(4) An Owner may lease only the entire Lot and no room rental or subleasing is permitted. Tenants may only occupy Lots as a single-family residence. Single-family residence shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit, or three or more persons who regularly and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside on a Lot at one time. As used in this section, "reside" shall mean occupancy for more than thirty (30) days during any calendar year.

(5) The tenant must be a natural person as opposed to an artificial entity, such as a corporation, partnership, limited liability company, trust, etc.

(6) Owners shall provide the Association with a fully completed lease registration form prior to the proposed occupancy.

(7) The Board may determine the form of the application for lease registration, and establish Rules and Regulations for lease registration.

(8) Leases shall provide or be deemed to provide that any violation of the Association's governing documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association's governing documents or Florida law. If a tenant(s), other occupant, guest, or invitee fails to abide by the Association's governing documents, the Lot Owner(s) shall be responsible for the conduct of the tenants, occupants, guests, and invitees and shall be subject to all remedies set forth in the Association's governing documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Lot Owner shall have the duty to bring his tenant's conduct (and that of the other Lot occupants, guests, and invitees) into compliance with the Association governing documents by whatever action is necessary, including without limitation, the institution of eviction proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the tenant into compliance with the Association's governing documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the tenants noncompliance with the Association's governing documents (or the other noncompliance of other occupants, guests, or invitees), including without limitation, the right to institute an action for eviction against the tenant in the name of the Association in its own right, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Lot Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a lien for such charges.

SET BACK RESTRICTIONS

2.01. No building or permanent structure shall be erected on any of said Lots nearer than forty (40) feet to the front lot lines of said Lots, nor nearer than ten (10) feet to any interior side lot lines. With regard to corner lots, the setback from the street upon which the principal building faces shall be forty (40) feet and constitute the front yard setback. The setback from the street on which the side of the building faces shall be twenty-five (25) feet. On the side Lot line which adjoins another Lot, the side yard setback requirement shall be ten (10) feet. A corner Lot is defined as a Lot on two or more intersecting roads. For the purposes of this covenant, eaves and steps shall be considered as part of the building or permanent structure. Concerning all Lots, no structure shall be permitted nearer than twenty-five (25) feet to the rear Lot line of the Lot without written approval of the Committee. No swimming pool, with or without an enclosures, **nor any other structure or improvement whatsoever**, may be erected or placed on a Lot unless and until its location and architectural and structural design has been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner ~~must~~ **may** build across the Lot line or lines.

2.03. The easements reserved and granted on the plat of the Property and in Section 2.01 above, may only be utilized by utility and/or cable television companies approved by the ~~Declarant~~ **Association**. The ~~Declarant~~ **Association** shall have the sole and absolute right to disapprove any utility and/or cable television company which seeks to utilize such easements.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

3.01. No ~~Lot~~ shall be replatted, ~~with the exception of Lot 38, which may be replatted as a roadway to contiguous property.~~

3.02. ~~In addition to the remedies provided in Section 3.01, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner or any tenant, guest, or invitee, in accordance with the procedure set forth in Section 720.305, Florida Statutes, as amended from time to time. A fine may be levied on the basis of each day of a continuing violation, for so long as the violation continues, with a single notice and opportunity for a hearing. A fine levied pursuant to this section shall constitute a lien on any Lots owned by the member against whom it is imposed. Such lien shall be effective from and after recording of a claim of lien in the public records of St. Johns County, and shall be subordinate to any mortgages of record as of the date the lien is recorded. Such lien shall be enforceable in the manner provided in Article VI, Section 4.01, and shall be subject to the provisions of Article VI, Sections 4.02 through 4.05 and 6.01, 6.04 and 6.05. **No structure of any kind shall be built on a Lot less than one-half (1/2) acre in size.**~~

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04. No residence shall be constructed or maintained upon any Lot which shall have a smaller living floor area (exclusive of porches, patios, and garages) than 2,000 square feet. If any of the structures be two-story, the minimum ground floor living area (exclusive of porches, patios, and garages) shall be 950 square feet. **No residence shall be modular home, mobile home, or like construction.**

3.05. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

3.06. All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the Lot line on the side. Driveways and walkways **are** excluded.

3.07. Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street as approved by the Committee.

NUISANCES TRASH AND SIMILAR RESTRICTIONS

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done within the Property ~~Wellington Oaks, Oakbrook or any other subdivision named subdivision as subdivision is defined in Article I, Section 1.09~~, which may be or become an annoyance or nuisance to the neighborhood or endanger its residents or visitors.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence, one "for sale" sign, and up to two signs advertising that the premises are protected by a security system. Specifications and approval as to the size, location, design, and type of material of each such residence plate, "for sale" sign, and security sign shall be at the sole discretion of the Committee. Notwithstanding the foregoing, industry standard builder, sales and developer signage shall be permitted on the Undeveloped Lots for the purpose of marketing and sales to third party purchasers, and a 3' x 5' builder sign shall be permitted by the clubhouse amenity area for the purpose of marketing and sales of the Undeveloped Lots.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way located within the Property ~~of Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09~~.

4.08. No wheeled vehicles of any kind, may be parked on the Lot unless the same are completely inside a garage, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. Boats may be kept on a Lot if completely screened by a fence or completely inside a garage. **Recreational vehicles may be kept on a Lot if completely inside a garage.**

4.09. No unregistered or uninsured vehicles of any kind **shall be allowed within the Property**, with the exception of golf carts operated by a licensed driver, may be operated on any street or right-of-way except for equipment necessary to maintain **real** property, such as riding lawnmowers, ~~in Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.~~

4.10. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.11. No antenna, TV dish, or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.12. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee, except dead or other dangerous trees which pose an eminent threat to life or property.

4.13. No mailbox, newspaper box or similar holder shall be permitted on property Owner's Lots **without prior approval of the Committee**. Design, size and location for mailboxes will be provided by the ~~Declarant~~ **Committee**.

4.14. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefore and the Association or its duly authorized agent shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association **within** thirty (30) days after a bill therefore is deposited in the mail addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01 hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to

adopt reasonable rules, regulations and standards for any of the Common Areas, Lots, and/or amenities as they may deem advisable including, but not limited to, governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns, and similar standards.

~~4.15. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.~~

4.16~~5~~. No construction, including clearing, dredging or filling, except that authorized by St. Johns River Water Management District (the "District") permit No. 4-109-0121 or any subsequent permit issued by the District, shall occur waterward of the jurisdictional wetland lines shown on the Plat of Oakbrook.

WELL WATER AND SEPTIC TANK RESTRICTIONS

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved by the Committee and be in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or central sewage treatment plant and collection systems are ~~provided~~ **required by St. Johns County or St. Johns Water Management or any other governmental or regulatory body**, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall be used only for irrigation, swimming pools, air conditioning and heating system.

FENCES

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, ~~or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by title section,~~ the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES

7.01. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation, between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE

8.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of the natural flow of water or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant. All Lot Owners are responsible for maintaining swale areas and drainage culverts under driveways located on their Lots. Such drainage culverts must be maintained with an opening diameter of at least 3/4 in size of the original culvert diameter in order to sustain adequate drainage and water flow.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

RULES AND REGULATIONS

9.01. The Association's Board of Directors is granted the authority to make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Lots and Common Areas and amenities within the Subdivision/Property, and for the health, comfort, safety, and welfare of the Owners. Such rules and regulations must be consistent with the Association's governing documents. All Owners and their invitees, guests, family members, and tenants are subject to the Rules and Regulations and the Association's governing documents.

9.02. Members shall comply with the rules and regulations for usage of the pool and other common areas established by the Association. The Association pool is considered a "public pool" and is regulated by State of Florida Department of Health (St. Johns County Health Department), including an annual inspection of the pool as well as the issuance of an annual permit for use. The Association may, pursuant to Chapter 720, Florida Statutes, as may be amended from time to time, suspend, for a reasonable period of time, the right of a member, tenant, guest, or invitee to use the pool or any other common area for the failure of the member, tenant, guest, or invitee to comply with any provision of this Second Amended and Restated Declarations, the Association By-Laws, or the Rules and Regulations of the Association.

ARTICLE III EASEMENTS

OWNERSHIP AND RIGHT OF WAY

1.01. All of the property shown on the above-referenced plat and designated thereon as entrance right-of-way, and Loop Road right-of-way, and any additional parcel which may be designated in the future by the ~~Declarant~~ Association, shall remain privately owned and the sole and exclusive property of the ~~Declarant~~ Association, its successors and assigns, if any, of said parcels. The ~~Declarant~~ Association, however, does hereby grant to the present and future owners of the Lots in said Property ~~Wellington Oaks, Oakbrook~~, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the ~~Declarant~~ Association to serve said land, holders of mortgage liens on said land and such other persons as the ~~Declarant~~ Association from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as access ways. The ~~Declarant~~ Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the ~~Declarant~~ Association, may create or participate in a disturbance or nuisance on any part of said land.

1.02. The ~~Declarant~~ Association, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the ~~Declarant~~ Association, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES

2.01. All easements for utilities and other purposes shown on the plats of **the Property Wellington Oaks, Oakbrook** recorded in the plat records of St. Johns County Florida, above-mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02. All ~~the~~ Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer line, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

ARTICLE IV OAKBROOK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Oakbrook Property Owners' Association, Inc. is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its ~~Class A m~~**Members**, being the property owners of **real property located in the Subdivision Wellington Oaks Oakbrook, St. Johns County, Florida.**

1.02. ~~Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Darey Partnership, Ltd., its successors or assigns. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to wit, Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 2012, or such time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the Bylaws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A m~~**Members** shall be entitled to one (1) vote in the affairs of the ~~Corporation~~ **Association** for each Lot, tract or parcel owned by said member ~~and the Class B membership shall terminate.~~ In the event a Lot, tract, or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

SUSPENSION OF VOTING RIGHTS: Voting rights and voting interests of any lot owner, whether individual, estate, corporation, partnership, limited liability company, trust, or any other type of ownership, may be suspended for non-payment of any monetary obligation required by that lot owner who is delinquent ninety (90) days or more pursuant to Florida Statute Chapter 720, Florida Statutes, as amended from time to time.

Any lot owner who has failed to pay any of the fees or other monetary obligations required to be paid to the Corporation for a period of ninety (90) days or more may have the right to use any of the common properties suspended, with the exception of use for purposes of ingress and egress to their respective lot, until such time as all fees and related costs to collect thereof are paid to the Corporation in full.

Any lot owner who has been given notice of delinquency of payment of fees required to be paid to the Corporation and who has failed to make such payments to the Corporation for a period of ninety (90) days or more may have their respective voting rights suspended pursuant to Florida Statutes Chapter 720 as amended from time to time. Such suspension shall remain in effect until such time as full payment of all fees and related costs to collect thereof are paid to the Corporation in full. Additionally, during the period of suspension of voting rights, the respective delinquent lot will cease to be included in total voting membership required for any meeting quorums required to conduct business by the Corporation or approve any amendments of Restrictions or By-Laws.

1.03. Membership in the ~~Corporation~~ Association may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these ~~R~~ restrictions.

1.04. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System(s). Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system(s) 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(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. **All Lot Owners are responsible for maintaining swale areas and drainage culverts under driveways located on their Lots. Such drainage culverts must be maintained with an opening diameter of at least 3/4 in size of the original culvert diameter in order to sustain adequate drainage and water flow. No Lot Owner is permitted to plant any plant, shrub, tree, or other item of like kind in the swale area nor may any Lot Owner construct or cause to be constructed any obstruction of any kind within the swale area that will restrict or alter the designed draining of the natural flow of water.**

ARTICLE V
ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-on, 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 therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, ~~none~~ **all** of whom shall be required to own property in the Property ~~Wellington Oaks, Oakbrook~~. 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 and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their noncompliance, with any of the specific restrictions, contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportion, 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.

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

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right 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.

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

1.05. Any agent or officer of ~~Declarant~~ the Association or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrances for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made ~~in~~ accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrances in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the ~~date~~ of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such non-completion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. 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 ~~s~~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.

1.08. 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.

1.09. Local Building Code. This Article shall not be deemed to excuse any Owner from compliance with local building and construction codes, ordinances, and/or regulations, and improvements constructed shall conform to the requirements of such laws, codes, ordinances, and regulations, nor shall the ADC's approval create any presumptions that an Owner's plans comply with applicable laws, codes, ordinances, and regulations, nor that the work will serve its purpose as intended by the Owner.

1.10. Fill and Grade. No fill shall be added to or removed from any Lot that would change or interfere with the drainage of storm water nor shall the Owner of any Lot do anything to change or interfere with the drainage of storm water; no change shall be made with respect to the original grade and contour of swales unless first approved in writing by the ADC. The approval of the St. Johns River Water Management District may also be required.

ARTICLE VI MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, re-served, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the by-laws of the Association, as they may be amended from time to time, a copy of which can be inspected at the principal office of the Association at ~~5401 A1A South, St. Augustine, Florida 32084~~ **3290 Kings Road South, St. Augustine, Florida, 32086 or such other address as designated by the Association.** The ~~bBy-L~~aws may be amended in the manner provided for therein, but no amendment to said ~~bBy-L~~aws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the ~~Certificate~~ **Articles** of Incorporation and ~~bBy-L~~aws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association **as set forth herein.**

FEES

3.01. The ~~i~~nitial monthly fees to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, **was \$50.00 per month. Effective January 1, 2009, such fees were increased to** ~~shall be~~ \$60.00 per month **and may be increased or decreased**

from time to time as approved by the requisite number of members as specified herein. Said fees shall be due and payable in advance on or before the first day of each and every month for ~~the next succeeding~~ that current month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. ~~The Association may increase said fees from time to time as in hereinafter provided, but said initial fees shall not be increased prior to January 1, 2002.~~ Thereafter, said fees may be increased or decreased by approval of the requisite number of members of the Association as specified herein except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during anyone (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the ~~the~~ Owners of record of not less than fifty-one percent (51%); in number; of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on the plats of the Property ~~units of Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09~~ 13, whether recorded now or in the future, and if said fees are decreased or extinguished by the Association membership, the service; provided by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any ~~the~~ Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1989. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04 The Association may not commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on the plats of the Property ~~Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09, recorded now or in the future in the Public Records of St. Johns County, Florida,~~ which funds are intended thereby to be used for similar purposes.

3.05. The Association may provide for the imposition of a reasonable late charge on any monthly fee not received by the Association within fifteen (15) days of its due date. The late charge shall not exceed the greater of ~~ten~~ five percent of the overdue fee or \$25, pursuant to Chapter 720, Florida Statutes, as may be amended from time to time. Any sums received on the account of a homeowner shall be applied first toward any accrued finance charges, then to any accrued late charges, then toward any other outstanding charges, including without limitation attorneys' fees, and collection costs, ~~and fines,~~ with the remainder applied to accrued monthly fees.

3.06. SUSPENSION OF VOTING RIGHTS: Voting rights and voting interests of any lot owner, whether individual, estate, corporation, partnership, limited liability company, trust, or any other type of ownership, may be suspended by the Association for non-payment of any monetary obligation required by that lot owner who is delinquent ninety (90) days or more pursuant to Chapter 720, Florida Statutes, as amended from time to time.

Any lot owner who has failed to pay any of the fees or other monetary obligations required to be paid to the Corporation for a period of ninety (90) days or more may have the right to use any of the common properties suspended, with the exception of use for purposes of ingress and egress to their respective lot, until such time as all fees and related costs to collect thereof are paid to the Corporation in full.

Any lot owner who has been given notice of delinquency of payment of fees required to be paid to the Corporation and who has failed to make such payments to the Corporation for a period of ninety (90) days or more may have their respective voting rights suspended pursuant to Florida Statutes Chapter 720 as amended from time to time. Such suspension shall remain in effect until such time as full payment of all fees and related costs to collect thereof are paid to the Corporation in full. Additionally, during the period of suspension of voting rights, the respective delinquent lot will cease to be included in total voting membership required for any meeting quorums required to conduct business by the Corporation or approve any amendments of Restrictions or By-Laws.

LIENS

4.01. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The

Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Assessments for common expenses, including monthly assessments, special assessments, ("Assessments"), and charges and installments thereof ("Charges"), with interest thereon and costs and expenses of collection, including reasonable attorney's fees, other expenses of collection, and costs incurred in attempting to collect said Assessments or Charges before suit or after the filing of suit, at the trial level, appellate level or otherwise, are hereby declared to be a continuing lien upon the Lot against which such Assessments or Charges are made. Each Assessment or Charge against a Lot, together with interest thereon at the highest rate allowed by law, late fees, and costs and expenses of collection thereof, including attorney's fees shall be the personal obligation of the person, persons or entity owning the Lot assessed or charged, and shall be the joint and several liability of all Owners of the Lot. It is the intention of this provision that Assessment or Charge liability is joint and several, and is both the personal obligation of the person or entity owning the Lot when the Assessment or Charge became due, and the obligation of any successors in interest as a covenant running with the land. Said lien shall be effective from the date of recordation of the public records of St. Johns County, Florida. The lien shall set forth the amounts due the Association as of the date the statement is signed and shall be acknowledged by an officer or agent of the Association. The lien shall secure additional amounts that become due, as well as interest, late fees, attorney's fees and other costs and expenses of collection. Upon recordation, the lien shall relate back to the date of recording the original Declaration. Upon full payment of all sums secured by the lien and costs and fees accrued, the party making payment shall be entitled to a recordable satisfaction of lien. If any first mortgagee obtains title to a Lot as a result of a foreclosure of the first mortgage or a deed (or assignment) is given in lieu of foreclosure of a first mortgage of record, such acquirer of title shall be liable for the share of Assessments or Charges pertaining to such Lot or chargeable to the former Owner, and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure of said first mortgage of record as provided in Section 720.3085, Florida Statutes (2011), as amended from time to time.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record, (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots ~~or parcels in Wellington Oaks, Oakbrook~~, by the acceptance of deeds or leases therefore, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD OR REPOSSESSED LOTS

5.01 The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

USE OF FEES

6.01. The Association shall apply, without limitation except as set forth in the Association's governing documents, the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of the Property ~~Wellington Oaks~~ whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in the Subdivision/Property ~~Wellington Oaks, Oakbrook~~, namely:

- A. Maintain the streets and street lighting on the road rights-of-way; ~~and~~
- B. Maintain the ~~Community Recreation Area~~ Common Areas and amenities and provided personnel for same; ~~and~~
- ~~C. Purchase, install and maintain an automated security system to monitor the entrance gate, pool and clubhouse; and~~
- ~~D. Maintain the common areas.~~

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No Lot owner, parcel owner, or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained. The Board of Directors may waive assessments due on any Lot for such time as the Lot is not accessible by a paved road. Any such waiver of assessments shall terminate upon the completion of construction of a paved road providing with ingress to and egress from the Lot. Further, the Board of Directors may waive assessments as to the Undeveloped Lots until the completion of all infrastructure improvements (i.e., including, but not limited to, roads, water, drainage) applicable to the Undeveloped Lots and a final certificate of occupancy (also known as "Asbuilt Construction Letter of Credit") has been obtained for such infrastructure improvements.

6.04. The Association may assign its rights, duties, and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees, interest, and late charges set forth and shall also include ~~such also include~~ such reasonable collection expenses, court costs and attorneys' fees as may be expended in the collection of said fees.

ARTICLE VII MISCELLANEOUS ADDITIONAL RESTRICTIONS

1.01 The ~~Declarant~~ **Association** may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments, or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees **without approval of fifty-one percent (51%) of eligible members of the Association.** ~~No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.~~

1.02 Any amendment to the Declaration which alters the Surface Water or Stormwater Management System(s), 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.

1.03 After transition of control of the Board from the Declarant to the Members, this Declaration may be amended in the following manner:

(a) A proposed amendment may be proposed by the President of the Association, a majority of the Board, or by petition of twenty percent (20%) of the Members.

(b) The subject matter of a proposed amendment must be included in the notice of any meeting at which a proposed amendment is to be considered.

(c) The amendment so proposed must be approved by at least fifty-one percent (51%) of the voting interests of the Association, present and voting in person or by proxy, at a duly convened meeting of the Association membership at which a quorum is present.

(d) An amendment shall be evidenced by a certificate of the Association that must include recording data identifying the Declaration and be executed in the form required for execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of St. Johns County, Florida.

DURATION OF RESTRICTIONS

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2012, at which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years, unless ~~commencing with the year, 2020,~~ by vote of ~~ninety~~ **fifty-one** percent (~~90%~~ **51%**) of the then Owners of all of the Lots or tracts in ~~the Property Wellington Oaks, Oakbrook or any other named subdivision as subdivision is defined in Article I, Section 1.09,~~ **present and voting in person or by proxy, at a duly convened meeting of the Association membership at which a quorum is present,** ~~or commencing with the year 2021, by vote of seventy-five percent (75%) of the then Owners of all of the Lots or tracts in Wellington Oaks, Oakbrook~~ it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS

3.01 In the event of a violation or breach of any of these restrictions, **By-Laws or Rules and Regulations of the Association** by any person or concern claiming by, through or under the ~~Declarant~~ **Association**, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in the Declaration of Restrictions, **By-Laws or Rules and Regulations**, however long continued, shall not be deemed a waiver of the right to do so

thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

3.02 In addition to the remedies provided in Section 3.01, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$100.00 per violation **and not to exceed \$2,500.00 in the aggregate,** against any Owner or any tenant, guest, or invitee, in accordance with the procedure set forth in Section 720.305, Florida Statutes, as amended from time to time.

- (a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the ~~a~~Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- (b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any ~~m~~Member because of the failure of the ~~m~~Member to pay assessments or other charges when due if such action is authorized by the **Association's governing documents. Any such suspension, however, must be approved at a properly noticed Board meeting. Upon Board approval of a suspension, the Association must notify the Lot Owner and, if applicable, the occupant, licensee, tenant, or invitee by mail or hand delivery.**
- (c) Suspension of ~~e~~Common ~~a~~Area use rights shall not impair the right of an ~~e~~Owner or tenant of a ~~p~~Parcel to have vehicular and pedestrian ingress to and egress from the ~~p~~Parcel, including, but not limited to, the right to park.

3.03 Pursuant to Chapter 720, Florida Statutes, as amended from time to time, the Board may suspend the right of any Member to vote if the Member is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association until the obligation is paid in full.

3.04 The Association is authorized to record a lien against an Owner's Lot pursuant to Chapter 720, Florida Statutes, as amended from time to time.

SEVERABILITY

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successor, and assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

MISCELLANEOUS

5.01 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(s) and construction waterward of the jurisdictional lines shown on the Plat of the Property-Oakbrook.

INDEMNIFICATION

6.01 Indemnification.

(a) The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that they are or were a director, officer, or committee member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably believed to be in or not opposed to the best interest of the Association, and , with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of their duty to the Association unless and only to the extent the court in which such action or suit was brought shall determine upon application, that despite the adjudication of liability, but in view of the circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption the person did not act in good faith and in a manner they reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe their conduct was unlawful.

(b) To the extent a director, officer or committee member of the Association is successful on the merits or otherwise in defense of any action, suit or proceeding referred to in this Article or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

(c) Any indemnification under this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer or committee member is proper in the circumstances because they met the applicable standard of conduct set forth in this Article. Such determination shall be made (i) by the Board by a

majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, or (ii) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board. This is subject to the director, officer, or committee member making arrangement to repay such amount unless it shall ultimately be determined that they are entitled to be indemnified by the Association as authorized in this Article.

(e) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any law, agreement, vote of Members or otherwise, both as to action in their official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be a director, officer or committee member and shall inure to the benefit of the heirs, executors and administrators of such person.

IN WITNESS WHEREOF, the Association has caused these presents to be executed this 16th day of December, 2012.

Signed, sealed and delivered in the presence of:

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.

William VanZante

By: Harry Maxwell

Witness : William VanZante
(Type or Print Name)

Printed Name: Harry Maxwell
Its: President

David Emmel

Witness : David Emmel
(Type or Print Name)

William VanZante

By: Paul J. Ryan

Witness : William VanZante
(Type or Print Name)

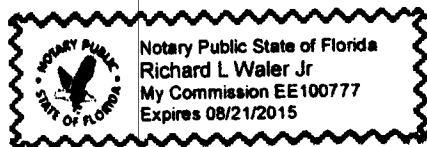
Printed Name: PAUL F. RYAN
Its: Secretary

David Emmel

Witness : David Emmel
(Type or Print Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 16th day of December, 2012, by Harry Maxwell, President of Oakbrook Property Owners' Association, Inc., a Florida Corporation, on behalf of the corporation, who (X) is personally known to me or () has produced _____ as identification.

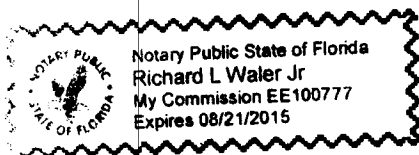


Richard L Waler, Jr.
Signature of Notary

Richard L Waler Jr
(Name of Notary Typed or Printed)
Commission Number: EE100777
Commission Expires: 8/21/2015

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 16th day of December, 2012, by Paul Ryan, Secretary of Oakbrook Property Owners' Association, Inc., a Florida Corporation, on behalf of the corporation, who (X) is personally known to me or () has produced _____ as identification.



Richard L Waler, Jr.
Signature of Notary

Richard L Waler Jr
(Name of Notary Typed or Printed)
Commission Number: EE100777
Commission Expires: 8/21/2015

CERTIFICATE OF APPROVAL

The undersigned, being the Secretary of the Oakbrook Property Owners' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks Units 1 and 2 and Oakbrook, was approved by the Association at a meeting of the board of directors held December 16, 2012.

Dated December 16, 2012

OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

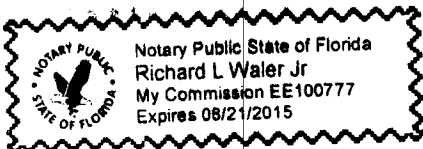
By: Paul F. Ryan

Print Name: PAUL F. RYAN
Its: Secretary

THE FOREGOING CERTIFICATION was acknowledged before me this 16th day of December, 2012 by Paul Ryan, secretary of Oakbrook Property Owners' Association, Inc., who X is personally known to me or _____ has produced Florida driver's license number _____ as identification

Richard L. Waler, Jr.

Signature of Notary



Richard L. Waler, Jr.
Name of Notary Typed or Printed
Commission Number: EE 100777
Commission Expires: August 21, 2015

SECOND AMENDED AND RESTATED BY-LAWS
OF
OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.
(A Non-Profit Corporation)

ARTICLE I

GENERAL

Section 1. THE NAME: The name of the corporation shall be "Oakbrook Property Owners' Association, Inc." (hereinafter referred to as the Corporation).

Section 2. PRINCIPAL OFFICE: The principal office of the Corporation shall be at 3290 Kings Road South, St. Augustine, Florida 32086, or at such other place as may be subsequently designated by the Board of Directors for the Corporation.

Section 3. RESIDENT AGENT: For the purpose of service of process the Corporation shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the Corporation for the purpose of service of process.

Section 4. DEFINITIONS: As used herein, references to the lots, tracts or parcels of land shall mean the same as in the various Declarations of Restrictions, affecting property located in Oakbrook, St Johns County, Florida, (hereinafter referred to as the "Restrictions") ~~made by Darcy Partnership, Ltd., a limited partnership authorized to and doing business in the State of Florida, and recorded or intended to be recorded, or recorded in the future in the Official Records of St. Johns County, Florida.~~ **The Owners of each lot will be considered the owner of fee simple to each respective lot.**

ARTICLE II

DIRECTORS

Section 1. NUMBER AND TERM: This Corporation shall be governed by a Board of Directors consisting of five (5) persons who shall be elected annually by the members who are entitled to vote at said meeting. **Effective with the annual meeting vote in 2012, the two individuals receiving the highest number of votes will serve for a term of two (2) years and the three individuals receiving the next highest number of votes will serve for a term of one (1) year. Thereafter, all directors will serve for terms of two (2) years.**

Section 2. VACANCY AND REPLACEMENT: Except as otherwise set forth herein and in the ~~Charter~~ **Articles of Incorporation**, if the office of any director or directors becomes vacant by reasons of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining directors shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. REMOVAL: Except as otherwise set forth herein and in the Charter, directors may be removed ~~for cause by the voting member or members from time to time~~ **pursuant to procedures established under Chapters 617 and 720, Florida Statutes, as amended from time to time.**

Section 4. POWERS: The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the ~~Certificate~~ **Articles** of Incorporation, these By-Laws or the Restrictions. The powers of the Board of Directors (but not the requirements) shall specifically include, but shall not be limited to the following:

A. To make and collect fees as set forth in the Restrictions, and establish the time within which payment of same are due subject, however, to the requirements set forth in the Restrictions;

- B. To use and expend the fees collected for those purposes set forth in the Restrictions;
- C. To purchase the necessary furniture, equipment and tools necessary or incidental to the business and purposes of the Corporation;
- D. To enter into and upon the lots and building sites when necessary and with as little inconvenience to the owner as possible in connection with the maintenance of lawns and enforcement of the Restrictions;
- E. To collect delinquent fees by suit or otherwise;
- F. To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;
- G. To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, ~~including contracts with any of the Class A or Class B members;~~
- H. To make reasonable rules and regulations **related to the operation and use of Lots or Common Areas, and such sanctions for non-compliance therewith, and to establish criteria for architectural approval** ~~for the collection of the fees~~ **as needed or as may be amended from time to time;**
- L. To appoint the members of the Architectural Design Committee from time to time as set forth in the Restrictions.

Section 6. COMPENSATION: Directors and officers shall not receive compensation for their services, but may receive reimbursement for so-called "out-of-pocket" expenses incurred in the actual performance of their duties.

Section 7. MEETING: The first meeting of each newly elected Board shall be held immediately upon adjournment of the **annual** meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. ~~The annual meeting of the Board of Directors shall be held at the same place as the meeting of the voting member or members and immediately after adjournment of same;~~

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board, or ~~a majority of each Class~~ **twenty percent (20%)** of voting members. The Secretary shall give notice of each special meeting either personally, or by electronic mail, or by mail, or facsimile, or placed in a conspicuous place accessible to all voting members, or as otherwise required by Chapters 617 and 720, Florida Statutes, as amended from time to time, at least ~~three (3) days~~ **forty-eight (48) hours** before the date of such meeting in compliance with Florida Statutes as amended from time to time, but the directors may ~~at any time~~ waive notice of the calling of the meeting in the case of an emergency;

C. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the directors then present may adjourn the meeting without notice other than the announcement at the meeting until a quorum shall be present.

Section 8. ORDER OF BUSINESS: The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of Minutes of last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business.

Section 9. ANNUAL STATEMENT: The Board shall account to the members no less often than once each year as to the total fees collected from the ~~Class A~~ members and as to the method of disbursement of said funds.

ARTICLE III

OFFICERS

Section 1. EXECUTIVE OFFICERS: The executive officers of the Corporation shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected annually by said Board. Any two (2) of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Corporation. The President shall be a director ex-officio, unless elected by the Board. ~~¶~~ ~~¶~~ The Board may determine whether there may be more than one Vice President.

Section 2. SUBORDINATE OFFICERS: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office ~~during~~ at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board

Section 3. TENURE OF OFFICERS; REMOVAL: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors pursuant to Florida Statutes as may be amended from time to time. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. THE PRESIDENT:

A. The President shall preside at all meetings of the voting membership and of the directors; he shall have general and active management of business of the Corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation; the seal when affixed shall be attested by the signature of the Secretary;

B. He shall have general superintendence and direction of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;

C. He shall submit ~~to~~ a report of the operation of the Corporation for the fiscal year to the directors whenever called for by them and from time to time shall report to the Board all matters within his knowledge which the interest of the Corporation may require to be brought to their notice;

D. He shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a Corporation.

Section 5. THE VICE PRESIDENT: The Vice President shall be vested with all the powers and required to perform all the duties of the President in his absence; and such other duties as may be prescribed by the President of the Board of Directors.

Section 6. THE SECRETARY:

A. The Secretary shall keep the minutes of the meeting of the voting membership and of the Board of Directors' meeting in one or more books provided for that purpose;

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law-;

C. He shall be custodian of the corporate records and of the seal of the Corporation and shall see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these By-Laws;

D. He shall keep a register of the post office address of each member;

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors or as set forth in the Restrictions.

Section 7. THE TREASURER:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors;

B. He shall disburse the funds of the Corporation as ordereded by the President of the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an accounting of all his transactions as Treasurer and of the financial condition of the Corporation;

C. He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration of the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of said bonds.

Section 8. VACANCIES: If the office of the President, Vice President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the whole Board of Directors, may choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 9. RESIGNATIONS: Any directors or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation unless some time to be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEMBERSHIP

Section 1. DEFINITION: Each lot owner shall be a member of the Corporation and membership in the Corporation shall be limited to said lot owners ~~and Darey Partnership, Ltd.~~ **Membership shall become effective upon the recording in the public records of St. Johns County, Florida, of a deed or other instrument evidencing a member's legal title to the Lot.** An owner will cease to be a member of the Corporation upon the sale, transfer or disposition of the member's lot or parcel.

Section 2. ~~CLASSES AND VOTING: Membership shall be divided into two (2) classes, namely Class A and Class B. Class A members shall consist of the lot owners and the sole Class B member shall be Darey Partnership, Ltd. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 2010, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By Laws of this Corporation at which time the Class A m~~**Members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract or parcel is owned by more than one owner, only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned. The following persons shall be authorized to cast a vote on behalf of a Lot depending upon the specific ownership interests:**

- (a) if a Lot is owned by one natural person, that person has the right to cast the vote on behalf of the Lot,
- (b) if a Lot is owned jointly by two or more natural persons, any of the record owners may cast the vote on behalf of the Lot,
- (c) if a Lot is subject to a life estate, any of the life tenants may cast the vote on behalf of the Lot, or the holder(s) of the remainder interest may cast the vote,
- (d) if the owner of a Lot is a corporation, any officer of the corporation may cast the vote on behalf of the Lot,
- (e) if a Lot is owned by a partnership, any general partner may cast the vote on behalf of the Lot,
- (f) if a Lot is owned by a limited liability company, any authorized agent or member may cast the vote on behalf of the Lot,
- (g) if a Lot is owned by a trust, any trustee of the trust may cast the vote on behalf of the Lot, or by any grantor or beneficiary or the trust provided the grantor or beneficiary occupies the Lot and provides proof to the Association that he or she is a beneficiary.

In a situation where there are two or more persons authorized to cast a vote on behalf of a Lot, it shall be presumed that the person casting the vote has the consent of all such persons.

Section 3. TRANSFER OF MEMBERSHIP AND OWNERSHIP: Membership in the Corporation may be transferred only as an incident to the transfer of a lot or parcel and such transfer shall be subject to the procedures set forth in the Declaration.

Section 4. SUSPENSION OF VOTING RIGHTS: Voting rights and voting interests of any lot owner, whether individual, estate, corporation, partnership, limited liability company, trust, or any other type of ownership, may be suspended for non-payment of monthly dues or special assessment dues required by that lot owner who is delinquent ninety (90) days or more pursuant to Florida Statute Chapter 720 as amended from time to time.

ARTICLE V

MEETINGS

Section 1. PLACE: All meetings of the voting membership shall be held at the main office of the Corporation in St. Augustine, Florida, or such other place and time as may be stated in the notice thereof.

Section 2. ANNUAL MEETING:

- A. Regular annual meetings shall be held ~~on the second Monday of October of each year, if not a legal holiday, or non-business day, and if a legal holiday, or non-business day, then on the next business day following~~ no later than the last calendar quarter of each year;
- B. At the annual meeting, the membership entitled to vote shall select a Board of five (5) Directors as provided for in Article II, Section ~~I-1~~, and transact such other business as may properly come before the meeting;.
- C. All annual meetings shall be held at ~~the hour of 6:00 o'clock P.M.~~ a time to be determined by the Board of Directors.

D. Except as otherwise required by law, a quorum at members' meetings shall be obtained by the presence, either in person or by proxy, of members entitled to cast thirty percent (30%) of the total voting interests.

Section 3. SPECIAL MEETINGS: Special meetings of the voting membership for any purpose or purposes, unless otherwise prescribed by **Chapters 617 and 720, Florida Statutes as amended from time to time** or by the ~~Certificate~~ **Articles** of Incorporation, may be called by the President, a majority of the Board of Directors or by ~~a majority of each class~~ **twenty percent (20%)** of voting membership. Such request shall state the purpose or purposes of the proposed meeting.

ARTICLE VI

NOTICES

Section 1. DEFINITION: Whenever under the provisions of ~~the~~ **Chapters 617 and 720, Florida Statutes as amended from time to time** or of the ~~Certificate~~ **Articles** of Incorporation or of these By-Laws, notice is required to be given to any ~~director~~ voting member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office box or letter box in a postpaid, sealed wrapper, addressed to the address of the person entitled thereto as appears on the books of the Corporation or by causing same to be delivered to the residence of the person entitled thereto, **or by electronic mail, or by facsimile, or placed in a conspicuous place accessible to all voting members.**

Section 2. SERVICE OF NOTICE - WAIVER: Whenever any notice is required to be given under the provisions of the Chapters 617 and 720, Florida Statutes as amended from time to time or of the Restrictions or the ~~Certificate~~ Articles of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whenever before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. ADDRESS: The address for the notice to the Corporation is 3290 Kings Road South, St Augustine, Florida 32084 or such other address as designated by the Association.

ARTICLE VII

FINANCES

Section 1. FISCAL YEAR: The Corporation shall operate upon the ~~calendar~~ fiscal year beginning on the 1st day of July and ending on the 30th day of June of each year. The Board of Directors is expressly authorized to change from a ~~calendar~~ fiscal year basis to that of a ~~fiscal~~ calendar year basis whenever deemed expedient for the best interests of the Corporation.

Section 2. CHECKS: All checks or demands for money and notes of the Corporation shall be signed by any one of the following officers: President or Treasurer or by such officer or such other person or persons as the Board of Directors may from time to time designate.

ARTICLE VIII

SEAL

The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Non-Profit". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

NO STOCK.

The Corporation shall never have or issue shares of stock and/or certificates of membership.

ARTICLE X

DEFAULT

In the event a lot or parcel owner does not pay any of the fees required to be paid to the Corporation at the time same may be due, the Corporation, acting on its own behalf or through its Board of Directors or their agents, may enforce its lien for the fees, or take such other action to recover the fees to which it is entitled, in accordance with the Restrictions, and any Florida Statutes in Chapters 617 and 720 made and provided and amended from time to time. If an action of foreclosure is brought against the owners of a lot or parcel for nonpayment of the monies due the Corporation and as a result thereof, the interest of the said owner in and to the lot or parcel is sold, then the owner will thereupon cease to be a member of the Corporation.

Any lot owner who has failed to pay any of the fees or other monetary obligations required to be paid to the Corporation for a period of ninety (90) days or more may have the right to use any of the common properties suspended, with the exception of use for purposes of ingress and egress to their respective lot, until such time as all fees and related costs to collect thereof are paid to the Corporation in full.

Any lot owner who has been given notice of delinquency of payment of fees required to be paid to the Corporation, according to Article IV, Section 4, and who has failed to make such payments to the Corporation for a period of ninety (90) days or more, may have their respective voting rights suspended pursuant to Florida Statutes Chapter 720 as amended from time to time. Such suspension shall remain in effect until such time as full payment of all fees and related costs to collect thereof are paid to the Corporation in full. Additionally, during the period of suspension of voting rights, the respective delinquent lot will cease to be included in total voting membership required for any meeting quorums required to conduct business by the Corporation or approve any amendments of Restrictions or By-Laws.

If the Corporation becomes the owner of a lot or parcel by reason of foreclosure, it ~~shall~~ may offer said lot or parcel for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for the fees, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the lot or parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the lot or parcel in question.

ARTICLE XI

MISCELLANEOUS

Section 1. BINDING CORPORATION: No lot or parcel owner or member, except as an officer of this Corporation shall have any authority to act for the Corporation or bind the Corporation.

Section 2. INVALIDITY: If any By-Laws or part thereof shall be adjudged invalid, the same shall not affect the validity of any other By-law or part thereof.

Section 3. CONSTRUCITON: Whenever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine or feminine, as the context requires.

ARTICLE XII

AMENDMENT

~~These By-Laws may only be altered, amended or added to at the duly called meeting of the voting membership or as otherwise provided by law, or in the Certificate of Incorporation or the Restrictions~~ be amended in the following manner:


Section 1. NOTICE: Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

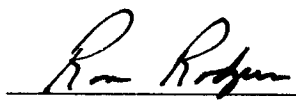
Section 2. RESOLUTION: A proposed amendment may be proposed by either the President, the Board of Directors, or by not less than twenty percent (20%) of the voting interests of the Association.

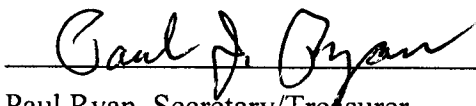
Section 3. APPROVAL: Except as otherwise required by law, a proposed amendment to these By-Laws shall be adopted if it is approved by at least fifty-one percent (51%) of the voting interests of the Association, present and voting either in person or by proxy, at any annual or special meeting, provided that notice of any proposed amendment has been given to the members of the Association, and that the notice contains the text of the proposed amendment.

Section 4. EXECUTION AND RECORDING: A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the public records of St. Johns County, Florida.

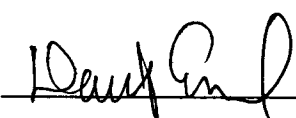
IN WITNESS WHEREOF we, being all of the Directors of Oakbrook Property Owners' Association, Inc., have hereunto set our hands and seals this 16th day of December, 20 12.


Harry Maxwell, President

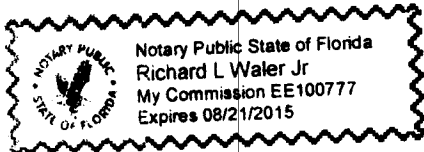

Ron Rodgers, Vice President


Paul Ryan, Secretary/Treasurer


Bill Van Zante, Director


David Emmel, Director

THE FOREGOING instrument was acknowledged before me this 16th day of December, 2012 by Harry Maxwell, President of Oakbrook Property Owners' Association, Inc., Ron Rodgers, Vice-president of Oakbrook Property Owners' Association, Inc., Paul Ryan, Secretary/Treasurer of Oakbrook Property Owners' Association, Inc., Bill Van Zante, Director of Oakbrook Property Owners' Association, Inc., and David Emmel, Director of Oakbrook Property Owners' Association, Inc., all of whom X are personally known to me or _____ has produced Florida driver's license number _____ as identification



Richard L Waler, Jr.
Signature of Notary

Richard L. Waler, Jr.
Name of Notary Typed or Printed
Commission Number: EE 100777
Commission Expires: August 21, 2015

**RESOLUTION OF THE BOARD OF DIRECTORS AND
SHAREHOLDERS OF
OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.**

**ADOPTED BY UNANIMOUS CONSENT
OF THE DIRECTORS WITH A MEETING
OF ALL VOTING INTERESTS**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC. a Florida corporation not for profit (the "Association") as follows:

WHEREAS, the original By-Laws of the Association were amended on December 7, 1998; and

WHEREAS, it is necessary for the Association to refer to its By-Laws in the course of its business; and

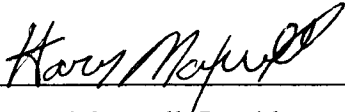
WHEREAS, the Board of Directors of the Association have agreed to repeal the existing By-Laws and substitute a new Second Amended and Restated By-Laws in their place after having been approved by a duly-authorized quorum of all eligible voting interests of the Corporation; and

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED AS FOLLOWS:

1. The Amended By-Laws of Oakbrook Property Owners' Association, Inc. are hereby amended by repealing those Bylaws and all amendments thereto in their entirety and adopting the attached Second Amended and Restated By-Laws in their place.
2. All previous resolutions of the Board of Directors which are inconsistent with this Resolution be, and the same hereby are, repealed, revoked and rescinded to the extent of any such inconsistency.

This Resolution adopted and approved this 16th day of December, 2012.

OAKBROOK PROPERTY OWNERS' ASSOCIATION, INC.



Harry Maxwell, President

(SEAL)

APPROVED BY:

Ron Rodgers

Ron Rodgers, Vice-president

Bill Van Zante

Bill Van Zante, Director

David Emmel

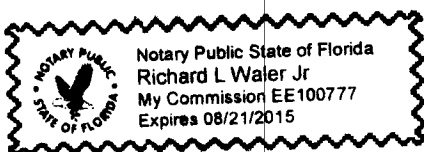
David Emmel, Director

Attest:

By: Paul J. Ryan

Paul Ryan, Secretary

THE FOREGOING RESOLUTION was acknowledged before me this 16th day of December, 2012 by Harry Maxwell, president of Oakbrook Property Owners' Association, Inc., Ron Rodgers, Vice-president of Oakbrook Property Owners' Association, Inc., Paul Ryan, Secretary/Treasurer of Oakbrook Property Owners' Association, Inc., Bill Van Zante, Director of Oakbrook Property Owners' Association, Inc., and David Emmel, Director of Oakbrook Property Owners' Association, Inc., all of whom X are personally known to me or has produced Florida driver's license number as identification



Richard L. Waler, Jr.

Signature of Notary

Richard L. Waler, Jr.

Name of Notary Typed or Printed

Commission Number: EE 100777

Commission Expires: August 21, 2015

CERTIFICATION

The undersigned, Paul Ryan, the Secretary of Oakbrook Property Owners' Association, Inc., hereby certifies that the attached Resolution was duly passed on December 16, 2012 by the Board of Directors acting by the unanimous consent of those Directors acting on behalf of the Corporation and that it has not been repealed or amended and remains in full force and effect.

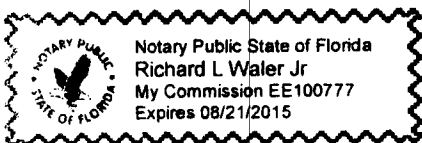
WITNESS, MY HAND AND SEAL of the Board of Directors of Oakbrook Property Owners' Association, Inc., this 16th day of December, 2012.

Paul J. Ryan
Paul Ryan, Secretary

(SEAL)

THE FOREGOING CERTIFICATION was acknowledged before me this 16th day of December, 2012 by Paul Ryan, secretary of Oakbrook Property Owners' Association, Inc., who X is personally known to me or _____ has produced Florida driver's license number _____ as identification.

Richard L. Uelen, Jr.
Signature of Notary



Richard L. Waler, Jr.
Name of Notary Typed or Printed
Commission Number: EE 100777
Commission Expires: August 21, 2015

AMENDED AND RESTATED

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION, made as of the date hereinafter set forth, by Darcy Partnership, Limited, a limited partnership, authorized to do and doing business in the State of Florida, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Wellington Oaks Phase I and Oakbrook in Official Records Book 787, Pages 965 through 991, as amended by Amendment recorded in Official Records Book 819, Page 482; by Second Amendment recorded in Official Records Book 910, Page 1504; by Third Amendment recorded in Official Records Book 1037, Page 484; by Fourth Amendment recorded in Official Records Book 237, Page 349; by Fifth Amendment recorded in Official Records Book 1360, Page 1790; by Sixth Amendment recorded in Official Records Book 1475, Page 1901; by Seventh Amendment recorded in Official Records Book 1484, Page 199, by Eight Amendment recorded in Official Records Book 1896, Page 755; and by Ninth Amendment recorded in Official Records Book 2814, Page 1501, all of the public records of St. Johns County, Florida (hereinafter collectively referred to as the "Original Declarations"); and

WHEREAS, the Original Declarations pertain to the following described real property situated, lying and being in St. Johns County, Florida, to wit: Wellington Oaks, Unit 1, according to map or plat thereof recorded in Map Book 21 pages 70 and 71 of the public records of St. Johns County, Florida. Less and Except all road rights of ways that are or shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which are or shall be covenants to run with said lots and be binding on all parties having any right, title or interest in the lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, Article VII, Section 1.01 of the Declaration authorizes the Declarant to amend the Original Declarations provided such amendment does not affect the lien of any mortgage encumbering any of the lots within the Property and is approved by the Association; and

WHEREAS, Declarant desires to amend and restate the Original Declarations, and all amendments and alterations thereto, in their entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein; and

NOW, THEREFORE, the Original Declarations as they have been previously amended are hereby further amended in part and are restated in their entirety. Except as may be specifically set forth herein, it is intended that this Amended and Restated Declaration of

Covenants, Conditions and Restrictions supersede the Covenants, Conditions and Restrictions contained in the Original Declarations and all amendments thereto. Said Amended and Restated Declaration of Covenants, Conditions and Restrictions shall run with the property, shall be binding upon all parties having and/or acquiring any right, title or interest in the property or in any part thereof, and shall inure to the benefit of each and every person or entity from time to time, owning or holding an interest in said real property. To the extent there is any conflict whatsoever between the provisions of this Amended and Restated Declaration and those of the Original Declarations or their amendments, the provisions of this Amended and Restated Declaration shall be deemed to control. All future Amendments to the Covenants, Conditions and Restrictions on the Land subject to this Amended and Restated Declaration and governed by the Oakbrook Property Owners Association, Inc., shall be made to this Amended and Restated Declaration. Any such Amendment shall be deemed to appropriately amend the Amended and Restated Declaration and the Original Declarations and all amendments thereto which this Amended and Restated Declaration supersedes.

ARTICLE I DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Oakbrook Property Owners Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Review Committee, which shall be appointed by the Association.

1.03. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05. COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Wellington Oaks, according to the plat thereof recorded in Map Book 21, Pages 70 through 71, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument.

1.08. DECLARANT: "Declarant" shall mean and refer to Darcy Partnership, Limited, a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Wellington Oaks and any and all future real property to be platted by the Declarant, its successors and assigns, simultaneously or in successive phases, under the name of Wellington Oaks, Oakbrook, or any other name provided that property or subdivision is contiguous or adjacent to the land described in the plat of Wellington Oaks, according to the plat thereof, recorded in Map Book 21, pages 70 through 71, inclusive, of the public records of St. Johns County, Florida, or is contiguous and adjacent to any other subdivision which subdivision is adjacent to said plat of Wellington Oaks described herein and is subject to these covenants and restrictions.

1.10. SUCCESSORS AND ASSIGNS: "Successors and Assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among the Public Records of St. Johns County, Florida specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.

1.11. COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.12. BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Wellington Oaks, Oakbrook plat, abovementioned, as to any Lots.

1.13 "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM(S)" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events incorporation methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, 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.

ARTICLE II RESTRICTIONS

USE RESTRICTION

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

SET BACK RESTRICTIONS

2.01. No building or permanent structure shall be erected on any of said Lots nearer than forty (40) feet to the front lot lines of said Lots, nor nearer than ten (10) feet to any interior side lot lines. With regard to corner lots, the setback from the street upon which the principal building faces shall be forty (40) feet and constitute the front yard setback. The setback from the street on which the side of the building faces shall be twenty-five (25) feet. On the side Lot line which adjoins another Lot, the side yard setback requirement shall be ten (10) feet. A corner Lot is defined as a Lot on two or more intersecting roads. For the purposes of this covenant, eaves and steps shall be considered as part of the building or permanent structure. Concerning all Lots, no structure shall be permitted nearer than twenty-five (25) feet to the rear Lot line of the Lot without written approval of the Committee. No swimming pool, with or without an enclosures, may be erected or placed on a Lot unless and until its location and architectural and structural design has been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

2.03. The easements reserved and granted on the play of the Property and in Section 2.01 above, may only be utilized by utility and/or cable television companies approved by the Declarant. The Declarant shall have the sole and absolute right to disapprove any utility and/or cable television company which seeks to utilize such easements.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

3.01. No lot shall be replatted, with the exception of Lot 38, which may be replatted as a roadway to contiguous property.

3.02. In addition to the remedies provided in Section 3.01, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner or any tenant, guest, or invitee, in accordance with the procedure set forth in Section 720.305, Florida Statutes, as amended from time to time. A fine may be levied on the basis of each day of a continuing violation, for so long as the violation continues, with a single notice and opportunity for a hearing. A fine levied pursuant to this section shall constitute a lien on any Lots owned by the member against whom it is imposed. Such lien shall be effective from and after recording of a claim of lien in the public records of St. Johns County, and shall be subordinate to any mortgages of record as of the date the lien is recorded. Such lien shall be enforceable in the manner provided in Article VI, Section 4.01, and shall be subject to the provisions of Article VI, Sections 4.02 through 4.05 and 6.01, 6.04 and 6.05.

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04. No residence shall be constructed or maintained upon any Lot which shall have a smaller living floor area (exclusive of porches, patios, and garages) than 1,600 square feet. If any of the structures be two-story, the minimum ground floor living area (exclusive of porches, patios, and garages) shall be 950 square feet.

3.05. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

3.06. All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the Lot line on the side. Driveways and walkways excluded.

3.07. Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street.

NUISANCES TRASH AND SIMILAR RESTRICTIONS

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done within Willington Oaks, Oakbrook or any other subdivision named subdivision as subdivision is defined in Article I, Section 1.09, which may be or become an annoyance or nuisance to the neighborhood or endanger its residents or visitors.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03 No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence, one "for sale" sign, and up to two signs advertising that the premises are protected by a security system. Specifications and approval as to the size, location, design, and type of material of each such residence plate, "for sale" sign, and security sign shall be at the sole discretion of the Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.

4.08. No wheeled vehicles of any kind, may be parked on the Lot unless the same are completely inside a garage, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service. Boats may be kept on a Lot if completely screened by a fence or completely inside a garage.

4.09 No unregistered or uninsured vehicles of any kind, with the exception of golf carts operated by a licensed driver, may be operated on any street or right-of-way except for equipment necessary to maintain property, such as riding lawnmowers, in Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.

4.10. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.11. No antenna, TV dish, or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.12. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee, except dead or other dangerous trees which pose an eminent threat to life or property.

4.13. No mailbox, newspaper box or similar holder shall be permitted on property Owner's Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.14. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefore and the Association or its duly authorized agent shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association with thirty (30) days after a bill therefore is deposited in the mail addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01 hereof. The Association, or its agent, or

the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns, and similar standards.

4.15. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09.

4.16. No construction, including clearing, dredging or filling, except that authorized by St. Johns River Water Management District (the "District") permit No. 4-109-0121 or any subsequent permit issued by the District, shall occur waterward of the jurisdictional wetland lines shown on the Plat of Oakbrook.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved by the Committee and be in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or central sewage treatment plant and collection systems are provided, each Owner of a Lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or access way. If said water system is installed, well water shall be used only for irrigation, swimming pools, air conditioning and heating system.

FENCES

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a

fence is restricted by title section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES

7.01. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation, between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE

8.01. 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 after the Initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

**ARTICLE III
EASEMENTS**

OWNERSHIP AND RIGHT OF WAY

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, and Loop Road right-of-way, and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Wellington Oaks, Oakbrook, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as access ways. The Declarant shall have the unrestricted and absolute right to deny Ingress to any person who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land.

| | | |

1.02. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES

2.01. All easements for utilities and other purposes shown on the plat of Wellington Oaks, Oakbrook recorded in the plat records of St. Johns County Florida, above-mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02. All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer line, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

ARTICLE IV OAKBROOK PROPERTY OWNERS ASSOCIATION, INC.

1.01. Oakbrook Property Owners Association, Inc. is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Wellington Oaks, Oakbrook, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Darcy Partnership, Ltd., its successors or assigns. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit, Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 2012, or such time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the Bylaws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each Lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a Lot, tract, or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03. Membership in the Corporation may be transferred only as an incident to the transfer of a Lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

1.04. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System(s). Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system(s) 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(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

ARTICLE V ARCHITECTURAL DESIGN COMMITTEE

1.01. No residences, additions thereto, add-on, 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 therefore, including the exterior color scheme, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Wellington Oaks, Oakbrook. 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 and receipted therefore. The approval of said plans and specifications may be withheld, not only because of their noncompliance, with any of the specific restriction, contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location of the structure on the building site, the engineering, color scheme, finish, design, proportion, 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.

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

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its

right 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.

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

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said Lots and for the purpose of protecting purchasers and encumbrances for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancers in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such non-completion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. 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.

1.08. 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.

ARTICLE VI MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, re-served, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the by-laws of the Association, as they may be amended from time to time, a copy of which can be inspected at the principal office of the Association at 5401 A1A South, St. Augustine, Florida 32084. The by-laws may be amended in the manner provided for therein, but no amendment to said bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and by-laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES

3.01. The Initial monthly fees to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be \$60.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as in hereinafter provided, but said initial fees shall not be increased prior to January 1, 2002. Thereafter, said fees may be increased or decreased by the Association except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees

may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plat of units of Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09, whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the service, provided by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1989. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04 The Association may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in Article I, Section 1.09, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

3.05. The Association may provide for the imposition of a reasonable late charge on any monthly fee not received by the Association within fifteen (15) days of its due date. The late charge shall not exceed the greater of ten percent of the overdue fee or \$25. Any sums received on the account of a homeowner shall be applied first toward any accrued late charges, then toward any other outstanding charges, including without limitation attorneys' fees, collection costs, and fines, with the remainder applied to accrued monthly fees.

LIENS

4.01. Each such fee and interest thereon and reasonable court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems

necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the Lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the Lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a Lot obtains title to the Lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said Lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such Lot and chargeable to the former Lot owner of such Lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record, (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Wellington Oaks, Oakbrook by the acceptance of deeds or leases therefore, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS

5.01 The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

USE OF FEES

6.01. The Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Wellington Oaks, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in Wellington Oaks, Oaksbrook, namely:

- A. Maintain the streets and street lighting on the road rights-of-way; and
- B. Maintain the Community Recreation Area and provided personnel for same; and
- C. Purchase install and maintain an automated security system to monitor the entrance gate, pool and clubhouse; and
- D. Maintain the common areas.

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No Lot owner, parcel owner, or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained. The Board of Directors may waive assessments due on any Lot for such time as the Lot is not accessible by a paved road. Any such waiver of assessments shall terminate upon the completion of construction of a paved road providing with ingress to and egress from the Lot.

6.04. The Association may assign its rights, duties, and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees, interest, and late charges set forth and shall also include such reasonable collection expenses, court costs and attorneys' fees as may be expended in the collection of said fees.

ARTICLE VII MISCELLANEOUS

ADDITIONAL RESTRICTIONS

1.01 The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments, or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restriction, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

1.02 Any amendment to the Declaration which alters the Surface Water or Stormwater Management System(s), 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.

DURATION OF RESTRICTIONS

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2012, at which time said covenants and restrictions shall automatically be extended for successive period of ten (10) years, unless commencing with the year, 2020, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Wellington Oaks, Oakbrook or any other named subdivision as subdivision is defined in Article I, Section 1.09, or commencing with the year 2021, by vote of seventy-five percent(75%) of the then Owners of all of the Lots or tracts in Wellington Oaks, Oakbrook it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS

3.01 In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation of breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in the Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

3.02 In addition to the remedies provided in Section 3.01, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$100.00 per violation, against any Owner or any tenant, guest, or invitee, in accordance with the procedure set forth in Section 720.305, Florida Statutes, as amended from time to time.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(c) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

SEVERABILITY

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successor, and assigns, shall in no way affect any of the other provisions which shall remain in full force and effect.

MISCELLANEOUS

5.01 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(s) and construction waterward of the jurisdictional lines shown on the Plat of Oakbrook.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 7th day of July, 2010.

Signed, sealed and delivered in the presence of:

DARCY PARTNERSHIP, LTD., a Florida Limited Partnership

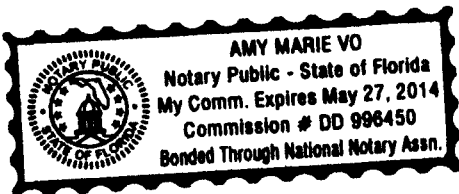
Elyse Howes
Witness: Elyse Howes
(Type or Print Name)

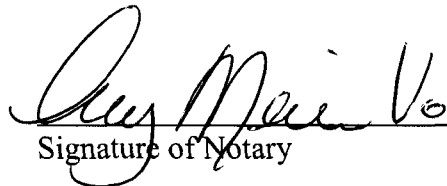
By: Michael J. Held
Michael J. Held
Its General Partner

Amy Marie Vo
Witness: Amy Marie Vo
(Type or Print Name)

STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 7 day of July, 2010, by Michael J. Held as General Partner of Darcy Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation, who (☒) is personally known to me or (☐) has produced Florida driver's license number _____ as identification.





Signature of Notary

Amy Marie Vo

(Name of Notary Typed or Printed)
Commission number: _____
Commission Expires: _____

CERTIFICATE OF APPROVAL

The undersigned, being the Secretary of the Oakbrook Property Owners' Association, Inc., hereby certifies that the foregoing Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks, Phase 1, and Oakbrook, was approved by the Association at a meeting of the board of directors held 14th day of December, 2009.

Dated July 7, 2010.

OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

By: Michael J. Held
Print Name: MICHAEL J. HELD
Its: PRESIDENT

(4)

✓ [Signature]
This Instrument Prepared By:
Stephen A. Faustini
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN: 2-06-014

**NINTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON OAKS, PHASE I AND OAKBROOK**

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON OAKS PHASE I AND OAKBROOK, recorded in Official Records Book 787, Pages 965 through 991, as amended by amendment recorded in Official Records Book 819, Page 482; by second amendment recorded in Official Records Book 910, Page 1504; by third amendment recorded in Official Records Book 1037, Page 484; by fourth amendment recorded in Official Records Book 237, Page 349; by fifth amendment recorded in Official Records Book 1360, Page 1790; by sixth amendment recorded in Official Records Book 1475, Page 1901; by seventh amendment recorded in Official Records Book 1484, Page 199; and by eighth amendment recorded in Official Records Book 1896, Page 755, all of the public records of St. Johns County, Florida (collectively, the "Declaration") is executed this 21st day of October, 2006, by Darcy Partnership, Ltd., a Florida Limited Partnership (the "Declarant").

WITNESSTH:

WHEREAS, the Declarant desires to amend the Declaration to amend the minimum yard restrictions/setbacks set forth in Article II, Section 2.01 of the Declaration; and

WHEREAS, Article VII, Section 1.10 of the Declaration authorizes the Declarant to amend the Declaration provided such amendment does not affect the lien of any mortgage encumbering any Lot within the property and is approved by the Association.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article II, Section 2.01 is hereby amended as follows:

2.01 No building or permanent structure shall be erected on any of said Lots nearer than forty (40) ~~twenty-five (25)~~ feet to the front lot lines of said Lots, nor nearer than ten (10) feet to any interior side lot lines.

With regard to corner lots, the setback from the street upon which the principal building faces shall be forty (40) feet and constitute the front yard setback. The setback from the street on which the side of the building faces shall be twenty-five (25) feet. On the side lot line which adjoins another Lot, the side yard setback requirement shall be ten (10) feet. A corner lot is defined as a Lot on two or more intersecting roads.

For the purposes of this covenant, eaves and steps shall be considered as part of the building or permanent structure. Concerning all ~~H~~Lots, no structure shall be permitted nearer than twenty-five (25) feet to the rear ~~H~~Lot line of the Lot without written approval of the Committee. No Sswimming pools, with or without an enclosures, may ~~not~~ be erected or placed on ~~a the~~ Lots unless and until its ~~their~~ location and architectural and structural design has ~~have~~ been approved in writing by the Committee.

2. In all other respects, the Declaration remains unmodified and in full force and effect.

3. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 21st day of October, 2006.

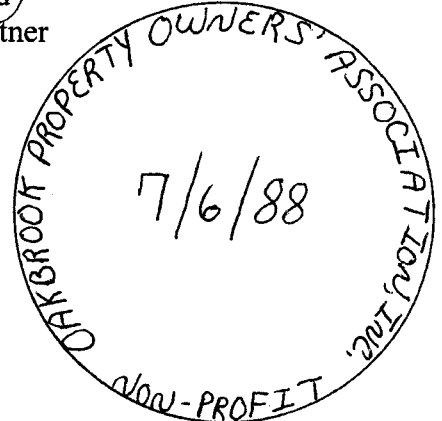
Signed, sealed and delivered in the presence of:

DARCY PARTNERSHIP, LTD., a Florida Limited Partnership

Richard L. Water Jr.
Witness: Richard L. Water Jr.
(Type or Print Name)

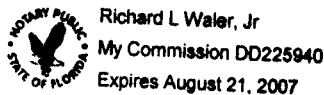
By: Michael J. Held
Michael J. Held
Its General Partner

Jane Sheppard
Witness: JANE SHEPPARD
(Type or Print Name)



STATE OF FLORIDA
COUNTY OF ST JOHN'S

THE FOREGOING instrument was acknowledged before me this 21st day of October, 2006, by Michael J. Held as General Partner of Darcy Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation, who (☒) is personally known to me or (☐) has produced Florida driver's license number _____ as identification.



Richard L. Water Jr.
Signature of Notary
Richard L. Water Jr.
(Name of Notary Typed or Printed)
Commission number: DD225940
Commission Expires: 8-21-2007

CERTIFICATE OF APPROVAL

The undersigned, being the Secretary of the Oakbrook Property Owners' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks, Phase 1, and Oakbrook, was approved by the Association at a meeting of the board of directors held October 21, 2006.

Dated Oct. 21, 2006.

OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

By: 

Print Name: KATHRYN L. SANCHEZ

Its: SECRETARY

4591

↓ J. J. Jones

Public Records of
St. Johns County, FL
Clerk# 03-009506
O.R. 1896 PG 755
09:21AM 02/11/2003
REC \$17.00 SUR \$2.50

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085
FN: 4-01-064

**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON OAKS, PHASE I AND OAKBROOK**

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON OAKS PHASE I AND OAKBROOK recorded in Official Records book 787, Page 965 through 991, as amended by amendment recorded in Official Records Book 819, Page 482; by second amendment recorded in Official records Book 910, Page 1504; by third amendment recorded in Official Records book 1037, Page 484; by fourth amendment recorded in Official Records Book 237, Page 349; by fifth amendment recorded in Official Records Book 1360, Page 1790; sixth amendment recorded in Official Records Book 1475, Page 1901 and by seventh amendment recorded in Official Records Book 1484, Page 199, all of the public records of St. Johns County, Florida (collectively the "Declaration") is executed this 20th day of December, 2002, by Darcy Partnership, Ltd., a Florida Limited Partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant desires to amend the Declaration to allow the display of "for sale" signs on the Property; to allow the Association to provide the Lot Owners with an automated security system instead of a patrol service; and to permit the Board of Directors to waive assessments on lots without access;

WHEREAS, Article VII, Section 1.10 of the Declaration authorizes the Declarant to amend the Declaration provided such amendment does not affect the lien of any mortgage encumbering any Lot within the property and is approved by the Association.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article II, Section 4.03 is hereby amended as follows:

4.03 No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence, one "for sale" sign, and up to two signs advertising that the premises are protected by a security system.

Specifications and approval as to the size, location, design, and type of material of each such residence plate, "for sale" sign, and security sign shall be at the sole discretion of the Committee.

2. Article VI, Section 6.01 is hereby amended as follows:

6.01 The Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Wellington Oaks, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in Wellington Oaks, namely:

- A. Maintain the streets and street lighting on the road rights-of-way;
- B. Maintain the Community Recreation Area and provided personnel for same;
- C. Purchase, install and maintain an automated security system to monitor the entrance gate, pool and clubhouse; guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling; and
- D. Maintain the common areas;

3. Article VI, Section 6.03, is hereby amended as follows:

6.03 No Lot owner, parcel owner, or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained. The Board of Directors may waive assessments due on any Lot for such time as the Lot is not accessible by a paved road. Any such waiver of assessments shall terminate upon the completion of construction of a paved road providing with ingress to and egress from the Lot.

4. In all other respects, the Declaration remains unmodified and in full force and effect.

5. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed
this 20th day of December, 2002.

Signed, sealed and delivered in the
presence of:

DARCY PARTNERSHIP, LTD., a Florida
Limited Partnership

Robert J. Held
Witness: ROBERT J. HELD
(Type or Print Name)

By: Michael J. Held
Michael J. Held
Its General Partner

Louise K. Held
Witness: LOUISE K. HELD
(Type or Print Name)

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING instrument was acknowledged before me this 20th day of December, 2002, by Michael J. Held as General Partner of Darcy Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation, who (X) is personally known to me or () has produced Florida driver's license number _____ as identification.

Caroline E. Elander
Signature of Notary
CAROLINE E. ELANDER
(Name of Notary Typed or Printed)
Commission number: CC 991199
Commission expires: Jan. 19, 2005



Caroline E. Elander
MY COMMISSION # CC991199 EXPIRES
January 19, 2005
BONDED THRU TROY FAIR INSURANCE, INC.



Caroline E. Elander
MY COMMISSION # CC991199 EXPIRES
January 19, 2005
BONDED THRU TROY FAIR INSURANCE, INC.

CERTIFICATE OF APPROVAL

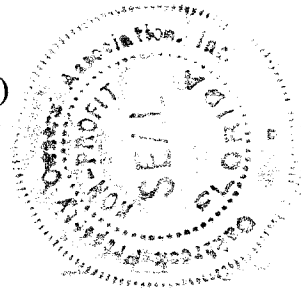
The undersigned, being the Secretary of the Oakbrook Property Owner' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks, Phase I, and Oakbrook, was approved by the Association at a meeting of the board of directors held November 21, 2002.

Dated: December 21, 2002.

OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

By: *Kathryn L. Sanchez*
Print Name: KATHRYN L. SANCHEZ
Its: Secretary

(CORPORATE SEAL)



2228
Public Records of
St. Johns County, FL
Clerk# 00-012707
O.R. 1484 PG 199
03:34PM 03/28/2000
REC \$13.00 SU \$2.00

2228
This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085
FN 4-96-238

**SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON OAKS, PHASE I AND OAKBROOK**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON OAKS PHASE I AND OAKBROOK recorded in Official Records book 787, Page 965 through 991, as amended by amendment recorded in Official Records Book 819, Page 482; by second amendment recorded in Official records Book 910, Page 1504; by third amendment recorded in Official Records book 1037, Page 484; by fourth amendment recorded in Official Records Book 237, Page 349; by fifth amendment recorded in Official Records Book 1360, Page 1790; and by sixth amendment recorded in Official Records Book 1475, Page 1901, all of the public records of St. Johns County, Florida (collectively the "Declaration") is executed this 15th day of March, 2000, by Darcy Partnership, Ltd., a Florida Limited Partnership (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant desires to amend the Declaration to allow the display of signs on the Property indicating that the premises are protected by a security system; and

WHEREAS, Article VII, Section 1.10 of the Declaration authorizes the Declarant to amend the Declaration provided such amendment does not affect the lien of any mortgage encumbering any Lot within the property and is approved by the Association.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article II, Section 4.03 is hereby amended as follows:

4.03 No sign of any kind shall be displayed on any Lot, except one plate bearing the owner's name and number of residence plate and up to two signs advertising that the premises are protected by a

security system. Specifications and approval as to the size, location, design, and type of material of each such residence plate and security sign shall be at the sole discretion of the Committee.

2. In all other respects, the Declaration remains unmodified and in full force and effect.

3. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 13th day of March, 2000.

Signed, sealed and delivered in the presence of:

DARCY PARTNERSHIP, LTD., a Florida Limited Partnership

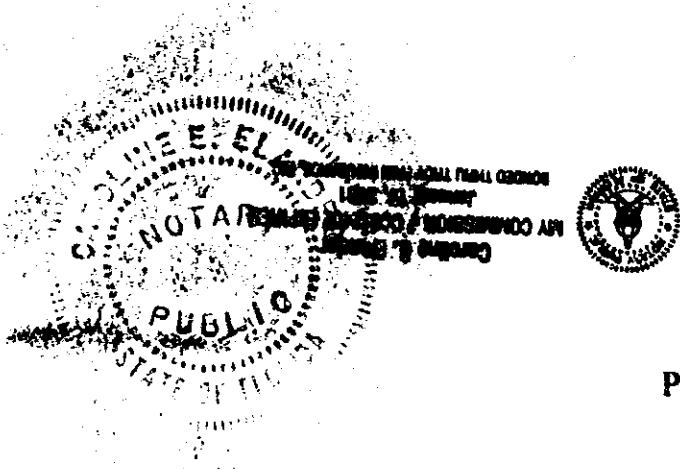
Robert T. Held
Witness: ROBERT T. HELD
(Type or Print Name)

By: Michael J. Held
Michael J. Held
Its General Partner

Kathryn Louise Held Sanchez
Witness: KATHRYN LOUISE HELD SANCHEZ
(Type or Print Name)

STATE OF FLORIDA
COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me this 13th day of MARCH, 2000, by Michael J. Held as General Partner of Darcy Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation, who (☒) is personally known to me or (☐) has produced Florida driver's license number _____ as identification.



Caroline E. Elander
Signature of Notary
CAROLINE E. ELANDER
(Name of Notary Typed or Printed)
Commission number: CC612402
Commission expires: Jan 19, 2001



CERTIFICATE OF APPROVAL

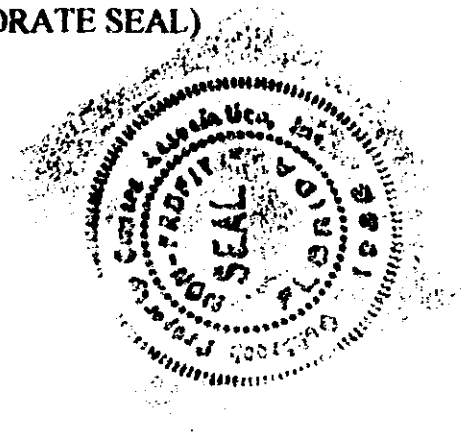
The undersigned, being the Secretary of the Oakbrook Property Owner' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks, Phase 1, and Oakbrook, was approved by the Association at a meeting of the board of directors held MARCH 4, 2000.

Dated: MARCH 4, 2000.

OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

By: Lori D. Held
Print Name: LORI D. HELD
Its: Secretary

(CORPORATE SEAL)



5034
(2)
Public Records of
St. Johns County, FL
Clerk# 00-007396
O.R. 1475 PG 1901
05:41PM 02/23/2000
REC \$13.00 SUR \$2.00

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085
FN: 4-96-238

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON OAKS, PHASE I AND OAKBROOK**

**THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WELLINGTON OAKS PHASE I AND
OAKBROOK**

recorded in Official Records book 787, Page 965 through 991, as amended by amendment recorded in Official Records Book 819, Page 482; by second amendment recorded in Official records Book 910, Page 1504; by third amendment recorded in Official Records book 1037, Page 484; by fourth amendment recorded in Official Records Book 237, Page 349; and by fifth amendment recorded in Official Records Book 1360, Page 1790; all of the public records of St. Johns County, Florida (collectively the "Declaration") is executed this 11th day of February, 2000, by Darcy Partnership, Ltd., a Florida Limited Partnership (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant desires to amend the Declaration to allow the Oakbrook Property Owners' Association, Inc. (the "Association") to impose a late charge on any fee not paid within fifteen days of its due date; and

WHEREAS, Article VII, Section 1.10 of the Declaration authorizes the Declarant to amend the Declaration provided such amendment does not affect the lien of any mortgage encumbering any Lot within the property and is approved by the Association.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article VI is hereby amended to add the following Section 3.05:

3.05 The Association may provide for the imposition of a reasonable late charge on any monthly fee not received by the Association within fifteen (15) days of its due date. The late charge shall not exceed the greater of ten percent of the overdue fee or \$25. Any sums received on the account of a homeowner shall be applied first toward any accrued late charges, then toward any other outstanding charges, including without limitation attorneys' fees, collection costs, and fines, with the remainder applied to accrued monthly fees.

2. Article VI, Section 6.05 is hereby amended as follows:

6.05 Reference herein to the fees shall include the fees, interest, and late charges set forth and shall also include such reasonable collection expenses, court costs and attorneys' fees as may be expended in the collection of said fees.

3. In all other respects, the Declaration remains unmodified and in full force and effect.

4. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 11th day of February, 2000.

Signed, sealed and delivered in the presence of:

DARCY PARTNERSHIP, LTD., a Florida Limited Partnership

Robert J. Held Sr.
Witness: ROBERT J. HELD SR.
(Type or Print Name)

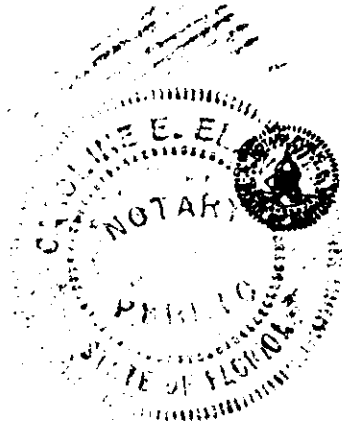
By: Michael J. Held
Michael J. Held
Its General Partner

Denise Hauser
Witness: DENISE HAUSER
(Type or Print Name)

STATE OF FLORIDA

COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me this 11th day of February, 2000 Michael J. Held as General Partner of Darcy Partnership, Ltd., a Florida Limited Partnership, on behalf of the corporation, who (X) is personally known to me or () has produced Florida driver's license number _____ as identification.



Caroline E. Elander
MY COMMISSION # CC612402 EXPIRES
January 19, 2001
SIGNED TONY TROY FARM INSURANCE, INC.

Signature of Notary

CAROLINE E. ELANDER

(Name of Notary Typed or Printed)

Commission number: CC612402Commission expires: Jan. 19, 2001**CERTIFICATE OF APPROVAL**

The undersigned, being the Secretary of the Oakbrook Property Owner' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions for Wellington Oaks, Phase I, and Oakbrook, was approved by the Association at a meeting of the board of directors held February 5, 2000.

Dated: Feb 15, 2000.OAKBROOK PROPERTY OWNERS'
ASSOCIATION, INC.

By:

Print Name: LORI P. HELD

Its: Secretary

(CORPORATE SEAL)

2.
⑦
IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
ST. JOHNS COUNTY, FLORIDA

Public Records of
St Johns County, FL
Clerk# 98049746
O.R. 1360 PG 1795
03:53PM 11/04/1998
REC \$0.00 SUR \$0.00

CASE NO. CA98-685
DIVISION 55

IN RE: The Marriage Of

DAVID NEESE, Husband,

-and-

JANET NEESE, Wife.
_____ /

CONSENT FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

From the evidence, the Court finds:

- FILED
NOV -2 PM 1:56
CLERK
ST. JOHNS COUNTY, FL
- A. The Court has jurisdiction over the parties and cause of this action.
 - B. The marriage of the parties is irretrievably broken.
 - ① C. The parties have entered into a Mediated Settlement Agreement which terms are set forth below, resolving all issues pertaining to the dissolution of their marriage.

Upon these considerations, it is, therefore,

ORDERED AND ADJUDGED THAT:

1. The marriage of the parties, **DAVID NEESE**, Husband, and **JANET NEESE**, Wife, is hereby dissolved and each party is restored to the status of being single and unmarried.
2. There were three children born of the marriage, only two of which remain minors, to-wit: **RANDY NEESE**, born February 25, 1983, and **AMY NEESE**, born August 10, 1987.

Janet Civil

3. The primary physical residence of the minor children shall be with the Wife, subject to the parties sharing parental responsibility. The Husband shall have visitation rights in accordance with the visitation guidelines established by the Fourth Judicial Circuit.

4. The Husband, **DAVID NEESE**, whose address is 7603 Berry Avenue, Jacksonville, Florida 32211, shall pay to the Clerk of the Circuit Court, St. Johns County Courthouse, St. Augustine, Florida 32084, for disbursement to the Wife, **JANET NEESE**, whose address is 1354 Roberts Road, Jacksonville, Florida 32259, for support of the minor child of the parties, to-wit: **RANDY NEESE**, born February 25, 1983, and **AMY NEESE**, born August 10, 1987, the following sums: For a period of six months \$400.00 per month plus applicable Clerk's fee, in bi-monthly increments on the 1st and 15th day of each month, commencing November 1, 1998. Thereafter, the total sum of \$930.00 per month (\$465.00 per child), which sum includes a component of \$242.00 per month for the children's health insurance (which the Wife shall be obligated to provide and pay for). Said \$930.00 shall be paid in bi-monthly increments of \$465.00 each, plus applicable Clerk's fee, commencing May 1, 1999, and continuing until Randy attains the age of 18 or graduates from high school, but in no event later than nineteen (19) years, marries, dies or becomes self-supporting, whichever event occurs first, at which time the Husband will only be obligated to pay child support for the remaining child, Amy, in the amount of \$647.00 per month (which includes a component for the cost of her health insurance).

5. The Wife, as provided in the preceding paragraph, shall be responsible for maintaining health and dental insurance for the benefit of the minor children. The parties

shall divide the children's health and dental expenses not covered by insurance, including any deductible, 75% to the Husband and 25% to the Wife.

6. The Husband shall be entitled to claim Randy as a deduction for federal income tax purposes, and the Wife shall be entitled to claim Amy as a deduction for federal income tax purposes until Randy turns 18. Thereafter, the Husband shall be entitled to claim Amy as a deduction in even-numbered years and the Wife in odd-numbered years.

7. The Husband has a life insurance policy in effect insuring his life in the face amount of \$100,000.00. Within a reasonable time after request by the Wife, he shall execute the forms necessary to transfer ownership of said policy to the Wife, and she shall be responsible for the payment of the premiums thereon.

8. Equitable Distribution:

A. The Husband shall transfer to the Wife, by Quit-Claim Deed, all of his right, title and interest in the real property and improvements located thereon, which physical address is 1354 Roberts Road, Jacksonville, Florida. The Husband shall deliver said Deed within ten days.

B. The Husband shall pay to the Wife as lump sum alimony, the total sum of \$7,260.00, to be paid in bi-monthly increments of \$605.00 each, on the 1st and 15th day of each month commencing November 1, 1998, for a period of six months. Said obligation shall be enforceable as a support obligation and shall not be dischargeable in bankruptcy.

C. The Husband shall be entitled to retrieve, through third party arrangements, those items listed on Exhibit "A" attached hereto, from the former marital residence. Further, the Wife shall make copies of the family videos for the Husband which

are currently in her possession. The Husband shall return to the Wife the following items currently in his possession: children's and wife's coin book^{BLK DN} chest which is part of the set to the master bedroom and shall further deliver to the Wife the negatives of the photographs of the family.

D. The Wife shall be entitled to retain the 1995 Van in her possession and shall be responsible for payment of the liability due thereon and shall hold the Husband harmless from the payment thereon. The Husband shall be entitled to retain the 1995 Escort station wagon and shall immediately cause it to be refinanced such that the Wife is no longer obligated on the loan attendant thereto. In the interim, the Husband shall indemnify and hold the Wife harmless from the payment due with respect to the 1995 Escort station wagon. Further, each party, upon request, shall execute any and all documents necessary to effectuate the transfers herein.

E. The Husband has a pension plan through his former employer, the Sunnyland Corporation. The Wife shall be entitled to receive a one-half interest therein to be transferred to her via a Qualified Domestic Relations Order.

F. The Husband has a 401K Plan with his current employer which has an approximately balance of \$35,000.00. The Wife shall be entitled to ownership of the entirety of said 401K. Said 401K funds shall be rolled over into an IRA for the Wife by a Qualified Domestic Relations Order.

9. Rehabilitative Alimony: The Husband shall pay as non-modifiable, non-extendable, rehabilitative alimony, the sum of \$200.00 per month, commencing May 1, 1999 and continuing on the 1st day of each month thereafter, for a total of 12 payments.

10. Liabilities:

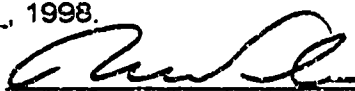
A. The home which is to be transferred to the Wife herein is subject to a mortgage. The Wife agrees to indemnify and hold the Husband harmless from the payment thereon.

B. Other than the liens encumbering the parties' vehicles, the parties represent they have no joint obligations other than two credit cards, First Card and Mastercard which total balances approximate \$8,200.00. The parties shall be equally responsible for payment of these obligations.

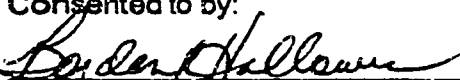
11. Attorney's Fees and Costs: The Husband shall pay \$2,500.00 toward Wife's attorney's fees as follows: \$250.00 per month commencing May 1, 1999 and continuing until paid in full. Otherwise, each party shall be responsible for payment of their attorney's fees and costs, and the parties shall be equally responsible for the mediation costs.


12. The Court hereby reserves jurisdiction to enforce this Consent Final Judgment and to enter Qualified Domestic Relation Orders to effect the provisions herein as may be necessary.

DONE AND ORDERED in Chambers at St. Augustine, St. Johns County, Florida, this 2 day of Nov, 1998.


Richard G. Weinberg, Circuit Court Judge

Consented to by:


Borden R. Hallows, Esquire
4339 Venetia Blvd.
Jacksonville, Florida 32210-8437
Attorney for Wife


David M. Robbins, Esquire
1125 Blackstone Building
233 E. Bay Street
Jacksonville, Florida 32202-3452
Attorney for Husband


Janet Neese, Wife


David Neese, Husband

Copies furnished to: 11-02-98

Borden R. Hallows, Esquire, Attorney for Wife, 4339 Venetia Blvd., Jacksonville,
Florida 32210-8437

David M. Robbins, Esquire, Attorney for Husband, 1125 Blackstone Building, 233 E.
Bay Street, Jacksonville, Florida 32202-3452

Exhibit A

- 12 gauge mossberg shotgun
- 22 HE Rem pistol
- white table (dada Neeses)
- 1 chain saw
- Box Fan
- Large wood clamps
- * Pipe clamps
- 4' + 2' level
- * Blue battery tester
- * Volt meter tester
- Energizer bunny
- Amigo Christmas Ornaments
- Glass + mug collection
- Orange tree
- * Old movie projector
- * Old movie reel
- * Typewriter
- * Ladder stand
- * Wood lathe
- Fishing Reel
- Yellow chest in garage + contents
- * Torque wrench
- * 308 model 700 rifle
- * Wife will attempt to locate + give to

This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
780 North Ponce de Leon Boulevard
St. Augustine, Florida 32085-3007

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON OAKS, PHASE I AND OAKBROOK**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR WELLINGTON OAKS, PHASE I recorded in Official Records Book 787, pages 965 through 991, as amended by amendment recorded in Official Records Book 819, page 482; by second amendment recorded in Official Records Book 910, page 1504; and by third amendment recorded in Official Records Book 1037, page 484; all of the public records of St. Johns County, Florida (collectively "the Declaration") is executed this 6th day of August, 1996, by Darcy Partnership, Ltd., a Florida Limited Partnership ("the Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant desires to amend the Declaration to eliminate certain restrictions against the subdivision of lots within Wellington Oaks, Phase I and Oakbrook ("the Property") and to provide that the Oakbrook Homeowners' Association, Inc. ("the Association") may suspend a member's rights to use the common areas and impose a fine for violation of the governing documents of Oakbrook or the rules and regulations of the Association as provided by Section 617.205, Florida Statutes (1995); and

WHEREAS, Article VII, Section 1.01 of the Declaration authorizes the Declarant to amend the Declaration provided such amendment does not affect the lien of any mortgage encumbering any of the lots within the Property and is approved by the Association;

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article II, Section 3.01 is hereby amended as follows:

3.01 No lot shall be replatted, with the exception of Lot 38, which may be replatted as a roadway to contiguous property.

2. Article VII, Section 3.02 is hereby added to the Declaration:

3.02 In addition to the remedies provided in Section 3.01, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use Common Property and facilities, and may levy reasonable fines, not to exceed \$50 per violation, against any Owner or any tenant, guest, or invitee, in accordance with the procedure set forth in Section 617.205, Florida Statutes (1995), as amended from time to time.

(a) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be

fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(b) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the governing documents.

(c) Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(d) No fine levied pursuant to this section shall become a lien on any real property unless and until reduced to a judgment entered by a court of competent jurisdiction.

3. In all other respects, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 6th day of August, 1996.

Signed, sealed and delivered
in the presence of:

William Tapp
Print name: WILLIAM TAPP

DARCY PARTNERSHIP, LTD., a
Florida Limited Partnership

By: Robert T. Held, Sr.
ROBERT T. HELD, SR.
Its General Partner

Print name:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this day of Aug 7, 1996, 1996, by Robert T. Held, Sr., general partner, on behalf of Darcy Partnership, Ltd., a Florida Limited Partnership. He is personally known to me or produced as identification.

Caroline E. Elander
Signature of Notary

CAROLINE E. ELANDER

Name of Notary Typed

Commission Number 00253935

My Commission Expires: JAN. 19, 1997



This Instrument Prepared By:
JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007

852 STEPHIE HELO
24141 EAGLE CIR
ST. AUG. FLA - 32086
904-797-6009

THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
WELLINGTON OAKS, PHASE I AND OAKBROOK

THIS THIRD AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Wellington Oaks, Phase I and Oakbrook, recorded in Official Records Book 787, Pages 965 through 991, as amended by amendment recorded in Official Records Book 819, Page 0482 and further amended by Second Amendment recorded in Official Records Book 910, page 1504, all of the public records of St. Johns County, Florida, (collectively the "Declaration") is executed this 11 day of February, 1994, by Darcy Partnership, Ltd., a Florida Limited Partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, pursuant to Article VII, Section 1.01 of the Declaration, the Declarant desires to amend the Declaration to provide for the maintenance of the stormwater management system serving Wellington Oaks, Phase I and Oakbrook and to prohibit construction waterward of the jurisdictional lines shown on the plat of Oakbrook, recorded in Map Book 25, pages 45 through 57, Public Records of St. Johns County, Florida (the "Plat of Oakbrook").

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article I is hereby amended to include the following definition as Section 1.13 thereof:

"Surface Water or Stormwater Management System(s)" 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.

2. Article IV is hereby amended to include the following provision as Section 1.04 thereof:

"The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System(s). Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the system(s) 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(s) shall be as permitted, or if modified, as approved by the St. Johns River Water Management District."

3. Article II is hereby amended to include the following provision as Section 4.15 thereof:

No construction, including clearing, dredging or filling, except that authorized by St. Johns River Water Management

District (the "District") permit No. 4-109-0121 or any subsequent permit issued by the District, shall occur waterward of the jurisdictional wetland lines shown on the Plat of Oakbrook.

4. Article VI, Section 6.01, is hereby amended to provide that in addition to the matters enumerated therein, maintenance fees shall be used to pay for the maintenance and management of the Surface Water or Stormwater Management System(s).

5. Article VII is hereby amended to include the following provision as Section 1.01(3) thereof:

"Any amendment to the Declaration which alters the Surface Water or Stormwater Management System(s), 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."

6. Article VII is hereby further amended to include the following provision as Section 5.01 thereof:

"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(s) and construction waterward of the jurisdictional lines shown on the Plat of Oakbrook."

IN WITNESS WHEREOF, the Declarant has executed this Third Amendment on the date and year first above written.

Signed, sealed and delivered in the presence of:

Witness William Pace
Print or Type Name
Witness Stephen M. Held
Print or Type Name

DARCY PARTNERSHIP, LTD., a
Florida limited partnership
By: Robert T. Held
ROBERT T. HELD
Its General Partner
180 State Road 207
St. Augustine, Florida 32086

Declarant

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 11 day of February, 1994, by Robert T. Held, the General Partner of Darcy Partnership Ltd., a Florida Limited Partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

Kim Y. Bradbury
Signature of Notary

Name of Notary Typed, Printed or Stamped
Commission Number CC 173825
My Commission Expires: 12-30-1995

KIM Y. BRADBURY
Notary Public, State of Florida
My comm. expires Dec. 30, 1995
Comm. No. CC 173825
Bonded thru Fidelity Insurance Co.

SECOND AMENDMENT TO DECLARATION OF COVENANTS.CONDITIONS AND RESTRICTIONS FORWELLINGTON OAKS, PHASE I

91 26132

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Wellington Oaks, Phase I, (the "Declaration") recorded in Official Records Book 787, Pages 965 through 991, of the public records of St. Johns County, Florida, as amended in Official Records Book 819, Page 0452, of said public records, is executed this _____ day of December, 1990, by Darcy Partnership, Ltd., a Florida Limited Partnership, (the "Declarant").

WHEREAS, Article VII, Section 1.01 of the Declaration authorizes the Declarant to amend the Declaration provided such amendment does not affect the lien of any mortgage encumbering any of the lots within Wellington Oaks, Phase I, (the "Property") and is approved by the Oakbrook Property Owners' Association, Inc., (the "Association"); and

WHEREAS, the Declarant desires to amend Article II, Section 2.01 for the purpose of clarifying provisions governing the granting of easements to certain utility and cable television companies.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article II, is hereby amended to include the following provision as Section 2.03 thereof:

Article II, Section 2.03. The easements reserved and granted on the plat of the Property and in Sections 2.01 and 2.02 above, may only be utilized by utility and/or cable television companies approved by the Declarant. The Declarant shall have the sole and absolute right to disapprove any utility and/or cable television company which seeks to utilize such easements.

2. All other provisions of the Declaration not in conflict with the provisions of this Second Amendment shall remain in full force and effect.

3. The Association hereby joins in the execution of this amendment for the purpose of expressing its written approval thereto.

IN WITNESS WHEREOF, the Declarant and the Association have executed this Second Amendment on the date first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Witness

DARCY PARTNERSHIP, LTD.

By *[Signature]*
ROBERT T. HELD, SR.
Its General Partner

Declarant

OAKBROOK PROPERTY OWNERS
ASSOCIATION, INC.By: R. McCall
Its _____

Association

Witness

Witness

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared ROBERT T. HELD, SR., as General Partner of Darcy Partnership, Ltd., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing on behalf of such limited partnership and he acknowledged before me that he executed the same for the uses and purposes therein expressed and same is the act and deed of said partnership.

WITNESS my hand and official seal in the County and State aforesaid this 2nd day of September, 1998.

Dr. C. A. [Signature]
Notary Public
State of Florida at Large
My Commission Expires 1-1-00

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared KAY MC CALL, as President of the Oakbrook Property Owners Association, Inc., a Florida non-profit corporation, to me known to be the person described in and who executed the foregoing on behalf of such corporation and he acknowledged before me that he executed the same for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 3rd day of September, 1998.

[Signature]
Notary Public
State of Florida at Large
My Commission Expires 1-1-00

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

91 OCT -4 PM 6:00

Paul "Bud" Hunter
CLERK OF COUNTY COURT

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

**WELLINGTON OAKS
PHASE I**

O.R. 819 PS 0482

89 10971

WHEREAS, DARCY PARTNERSHIP, LTD., a Florida Limited Partnership, recorded that certain Declaration of Covenants, Conditions and Restrictions for Wellington Oaks, Phase I, ("Declaration") as recorded in Official Records Volume 787, pages 865-891, current public records of St. Johns County, Florida; and

WHEREAS, DARCY PARTNERSHIP, LTD., is the Class B member of the Wellington Oaks Property Owners Association, Inc., and as such is the proper party to approve an amendment to the Declaration; and

WHEREAS, DARCY PARTNERSHIP, LTD., desires to amend the Declaration and, among other things, change the name of the Association and correct certain scrivener errors contained therein.

NOW, THEREFORE, The Declaration is hereby amended as follows:

1. Article I, Section 1.01 is hereby amended in its entirety to read as follows:

1.01. **ASSOCIATION:** "Association" shall mean and refer to Oakbrook Property Owners Association, Inc., a corporation not-for-profit, organized and existing under the laws of the State of Florida, its successors and assigns.

2. Article I, Section 1.09 is hereby amended in its entirety to read as follows:

1.09. **SUBDIVISION:** "Subdivision" shall mean and refer to all the real property above described and recorded as Wellington Oaks and any and all future real property to be platted by the Declarant, its successors and assigns, simultaneously or in successive phases, under the name of Wellington Oaks, Oakbrook, or any other name provided that such real property or subdivision is contiguous or adjacent to the land described in the plat of Wellington Oaks, according to the plat thereof, recorded in Map Book 21, pages 70 through 71, inclusive, of the public records of St. Johns County, Florida, or is contiguous and adjacent to any other subdivision which subdivision is adjacent to said plat of Wellington Oaks described herein and is subject to these covenants and restrictions.

3. In each instance where Wellington Oaks is referred to in Article IV, Section 1.41, Article VI, Section 3.01, Article VI, Section 3.04, Article VI, Section 6.01, Article VII, Section 2.01, said term Wellington Oaks is amended to read Wellington Oaks, Oakbrook, or any other named subdivision as subdivision is defined in amended Article I, Section 1.09.

4. Article IV is hereby amended to reflect the change in name of the governing Association as that Association is described in Article I, Section 1.01 as amended.

5. Except as hereby expressly modified, the terms and conditions of the Declaration are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name, by its proper officer thereunto duly authorized this 29th day of March, 1939.

RAY C. McCALL and KENNETH DOWNS, as owners of Lots 26 and 29 respectively of Wellington Oaks Subdivision have joined in the execution hereof for the purpose of granting their consent to these amended restrictions and agreeing to recognize the same.

Signed, Sealed and Delivered
In The Presence of:

Maria Oheiman
Witness
Goodwin S. Lucy
Witness

DARCY PARTNERSHIP, LTD.
BY Robert T. Held, Sr.
ROBERT T. HELD, SR.,
General Partner

William McCall
Witness
William McCall
Witness

Ray C. McCall
RAY C. McCALL

William McCall
Witness
William McCall
Witness

Kenneth Downs
KENNETH DOWNS

STATE OF FLORIDA
COUNTY OF BROWARD

Before me personally appeared ROBERT T. HELD, SR. to me well known and known to me to be the General Partner of Darcy Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said ROBERT T. HELD, SR., General Partner of Darcy Partnership, Ltd, did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purpose therein expressed.

WITNESS my hand and official seal, this 29th day of March,

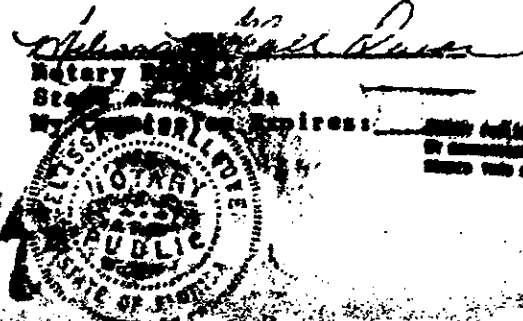


Goodwin S. Lucy
Notary Public
State of Florida
My Commission Expires _____

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN. 12, 1942
BROWARD COUNTY GENERAL INC. INC.

Before me personally appeared RAY C. McCALL, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same.

WITNESS my hand and official seal this 31 day of March, 1939.



William McCall
Notary Public
State of Florida
My Commission Expires: _____

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. JAN. 12, 1942
BROWARD COUNTY GENERAL INC. INC.

NOTARY PUBLIC
COUNTY OF ST. JAMES

Before me personally appeared KENNETH DOWNS, to me well known and known to me to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed same.

WITNESS my hand and official seal this 31 day of March, 1999.

Maria J. Callahan
Notary Public
State of Florida
My Commission Expires 03/31/2001

BY COMMISSIONER OF REVENUE
DAVID F. GILBERT, JR.
TALLAHASSEE, FLORIDA

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JAMES COUNTY, FLORIDA

1999-4-10-04

NOTARY PUBLIC

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WELLINGTON OAKS
PHASE I
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made as of the date herein-
after set forth, by Darcy Partnership, Limited a
limited partnership authorized to do and doing
business in the State of Florida, hereinafter refer-
red to as "Declarant."

W I T N E S S E T H:

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

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

WHEREAS, it is now desired by the Declarant
to place restrictions and limitations of record as to
each and every of the lots hereafter set forth located
in Wellington Oaks subdivision, and to limit the use
for which each and every of said lots located in
Wellington Oaks subdivision is intended.

NOW, THEREFORE, The Declarant does hereby
declare that each and every of the lots located in the
following described real property, situate, lying and
being in St. John County, Florida, to-wit:

Wellington Oaks, Unit 1, according to map or plat thereof recorded
in Map Book 21 pages 70 and 71 of the public records of St. Johns
County, Florida. Less and Except all road rights of ways.

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

ARTICLE I

DEFINITIONS

1.01. ASSOCIATION: "Association" shall mean and refer to Wellington Oaks Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida, its successors and assigns.

1.02. COMMITTEE: "Committee" shall mean and refer to the Architectural Review Committee which shall be appointed by the Association.

1.03. OWNER: "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including Owners who have contracted to sell, but excluding those having such interest merely as security for the performance of an obligation.

1.04. PROPERTY: "Property" shall mean and refer to the real property described above, and such other real property as may hereafter be brought within the jurisdiction of the Association.

1.05. COMMON AREA: "Common Area" shall mean and refer to all real property and improvements located thereon of the real property dedicated from time to time by the Declarant to the Association and owned from time to time by the Association for the common use and enjoyment of the Owners.

1.06. LOT: "Lot" shall mean and refer to the lots of land described in the plat of Wellington Oaks, according to the plat thereof recorded in Map Book 21, Pages 70 through 71, inclusive, of the current public records of St. Johns County, Florida.

1.07. MEMBER: "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to the provisions of this instrument.

1.08. DECLARANT: "Declarant" shall mean and refer to Darcy Partnership, Limited, a limited partnership authorized to do and doing business in the State of Florida, its successors and assigns.

1.09. SUBDIVISION: "Subdivision" shall mean and refer to all the real property above described and recorded as Wellington Oaks and any and all future real property to be platted by the Declarant, its successors and assigns as Wellington Oaks subdivision in the Official Records of St. Johns County, Florida.

1.10. SUCCESSORS AND ASSIGNS: "Successors and Assigns" shall mean and refer to the successors or assigns of legal or equitable interests of the Declarant, who are designated as such by an instrument in writing signed by the Declarant and recorded among

The Public Records of St. Johns County, Florida specifically referring to this provision of these restrictions. As used in these Restrictions, the words "successors and assigns" shall NOT be deemed to refer to an individual purchaser of a Lot or Lots in Wellington Oaks.

1.11. COMMITTEE APPROVAL: "Committee Approval" shall mean and refer to written approval by the Committee.

1.12. BUILDING RESTRICTION LINE: "Building Restriction Line" shall mean and refer to the building restriction line as indicated on the Wellington Oaks plat, above-mentioned, as to any Lots.

ARTICLE II
RESTRICTIONS

USE RESTRICTION.

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots other than one (1) detached single family dwelling not to exceed two (2) stories in height, including an attached two-car garage.

SETBACK RESTRICTIONS.

2.01. No building or permanent structure shall be erected on any of said Lots nearer than twenty-five (25) feet to the front lot lines of said Lots, nor nearer than ten (10) feet to any interior side lot lines. For the purpose of this covenant, eaves

and steps shall be considered as part of the permanent structure. Concerning all lots, no structure shall be permitted nearer than twenty-five (25) feet to the rear lot line without approval of the Committee. Swimming pools, with or without enclosures, may not be erected or placed on the Lots unless and until their location and architectural and structural design have been approved in writing by the Committee.

2.02. When two or more Lots are used as one building site, the setback restrictions set forth in Paragraph 2.01 of this Article and easements shall apply to the exterior perimeter of the combined site, and the property owner must build across the Lot line or lines.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS.

3.01. None of the said Lots shall be divided or re-subdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing real property line. No lot shall be replatted, with the except of Lot 38 which may be replatted as a roadway to contiguous property.

3.02. No property or Lot in this subdivision shall be built on that is less than one-half (½) acre.

3.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Committee.

3.04. No residence shall be constructed or maintained upon any Lot which shall have a smaller living floor area (exclusive of porches, patios, and garages) than 1,600 square feet. If any of the structures be two-story, the minimum ground floor living area (exclusive of porches, patios, and garages) shall be 950 square feet.

3.05. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Committee.

3.06. All Lots shall be sodded with grass from the structure to the paved street in the front and from the structure to the lot line on the side. Driveways and walkways excluded.

3.07. Driveways on all Lots shall be of a hard surface material connecting from the structure to the paved street.

NUISANCES, TRASH AND SIMILAR RESTRICTIONS.

4.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

4.02. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

4.03. No sign of any kind shall be displayed on any Lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design, and type of material of each such residence plate shall be at the sole discretion of the Committee.

4.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil

or natural gas shall be erected, maintained or permitted upon any Lot.

4.05. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary conditions and kept within the Owner's property.

4.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary conditions and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Committee.

4.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of Wellington Oaks.

4.08. No wheeled vehicles of any kind, or boats, may be kept or parked on the Lot unless the same are completely inside a garage or similar completely enclosed structure except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway on the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening, and except that private automobiles of guests of the occupants may be parked in such driveway, and except that other vehicles may be

parked in such driveway during the times necessary for pickup and delivery service and solely for the purpose of such service.

4.09. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

4.10. No antenna, T.V. dish, or aerial of any nature shall be installed or placed on any Lot or property or to the exterior of any single family dwelling or accessory building thereto without the prior written approval of the Committee.

4.11. No property Owner may cut a tree with a diameter in excess of six (6) inches, without the prior approval of the Committee.

4.12. No mailbox, newspaper box or similar holder shall be permitted on property Owner's Lots. Design, size and location for mailboxes will be provided by the Declarant.

4.13. No lawn, fence, hedge, tree or landscaping feature of any of said Lots shall be allowed to become obnoxious, overgrown, or unsightly in the sole reasonable judgment of the Association, or their duly appointed Committee. In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, the Association or its duly authorized agent, as is hereafter described, shall have the right, but not the obligation, to cut, trim or maintain said lawn, fence, hedge, tree or landscaping feature and to charge the Owner or lessee of the Lot a reasonable sum therefor

and the Association or its duly authorized agent shall not thereby be deemed guilty of a trespass. If said charge is not paid to the Association with thirty (30) days after a bill therefor is deposited in the mails addressed to the last known Owner or lessee of the Lot at the address of the residence or building on said Lot, or at the address of the Owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collectible the same as other delinquent fees as set forth in Article VI, Section 4.01. hereof. The Association, or its agent, or the Committee, or its agent, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features including, but not limited to, standards regarding the height of growth of grass, trees and bushes, condition of lawns, removal of weeds, replacement of dead or diseased lawns, and similar standards.

4.14. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for Wellington Oaks.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

5.01. At least the first well of each residence shall be drilled prior to application for

approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure or pump house which is in conformity with the residential structure and is approved by the Committee, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved by the Committee and be in compliance with the standards of all government regulatory commissions. Septic tanks, drains, drain fields or wells shall not be built over easements.

5.02. If and when public (or private) central water and/or central sewage treatment plant and collection systems are provided, each Owner of a lot to which such system is made available shall, at his expense, connect his water and/or sewage disposal lines to the water and/or sewage collection lines provided to serve that Owner's Lot so as to comply with the requirements of such water and/or sewage collection and disposal service and shall pay contributions in aid-of-construction and connection charges as established or approved by the Declarant or Association. After such connection, each such property Owner shall pay when due the periodic charges or rates for the furnishing of such water and/or sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or accessway. If said water system is installed, well water shall be used only for irrigation, swimming pools, air conditioning and heating systems.

FENCES

6.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Committee. In the event of any dispute between an Owner and the Declarant, or its agent, or the Association, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the Committee regarding such feature, shall be final.

OBSTRUCTIONS TO SIGHT LINES.

7.01. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot or tract within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended, for the purpose of eliminating the danger as to vehicular traffic.

DRAINAGE

8.01. 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 after the initial conveyance of said Lot by the Declarant.

8.02. There shall be no draining or artificial altering or change in the course of the natural flow of water.

ARTICLE III

EASEMENTS

OWNERSHIP AND RIGHT OF WAY.

1.01. All of the property shown on the above referenced plat and designated thereon as entrance right-of-way, and Loop Road right-of-way, and any additional parcel which may be designated in the future by the Declarant, shall remain privately owned and the sole and exclusive property of the Declarant, its successors and assigns, if any, of said parcels. The Declarant, however, does hereby grant to the present and future owners of the Lots in said Wellington Oaks, and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States Mail carriers, representatives of utilities authorized by the Declarant to serve said land, holders of mortgage liens on said land and such other persons as the Declarant from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said property, and over and across any additional parcels which may be designated in the future, which parcels are defined and for convenience are referred to in these covenants and restrictions as "access ways." The Declarant shall have the unrestricted and absolute right to deny ingress to any person

who, in the opinion of the Declarant, may create or participate in a disturbance or nuisance on any part of said land.

1.02. The Declarant, or its successors and assigns, shall have the right, but not the obligation from time to time, to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic which, in the sole opinion of the Declarant, would or might result in damage to said access ways or pavement or other improvements thereon, and the right, but not the obligation, to control and prohibit parking on all or any part of said access ways.

UTILITIES.

2.01. All easements for utilities and other purposes shown on the plat of Wellington Oaks recorded in the plat records of St. Johns County Florida, above-mentioned, are hereby reserved as perpetual easements for utility installations and maintenance.

2.02. All the Lots are subject to easements and rights-of-way for erecting, constructing, maintaining or operating water and sewer lines, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television, and any other method of conducting and performing any public or quasi-public or private utility service or function over or beneath the surface of the ground, as such easements and rights-of-way are reasonably required, in an area extending from the side lot lines of each Lot to a line five (5) feet from said side lot line or lines and running parallel therewith.

ARTICLE IV

WELLINGTON OAKS PROPERTY OWNERS ASSOCIATION, INC.

1.01. Wellington Oaks Property Owners Association, Inc. is a corporation organized not for profit under the laws of the State of Florida. The Corporation was organized to promote the health, safety and welfare of its Class A members, being the property owners of Wellington Oaks, St. Johns County, Florida.

1.02. Membership in the Corporation is divided into Class A and Class B membership. Class A members shall be the lot owners and the sole Class B member shall be Darcy Partnership, Ltd., its successors or assigns. Class A members shall have limited voting power in the Corporation until such time as hereinafter set forth, to-wit: Each Class A member shall be entitled to vote for one (1) position on the Board of Directors of the Corporation. The Class B member shall have full voting powers in the Corporation until January 1, 2010, or such prior time as the Class B member shall determine, in its sole judgment, as evidenced by an amendment to the By-Laws of the Corporation at which time the Class A members shall become full voting members of the Corporation. At such time as the Class A members become full voting members of the Corporation, said Class A members shall be entitled to one (1) vote in the affairs of the Corporation for each lot, tract or parcel owned by said member and the Class B membership shall terminate. In the event a lot, tract, or parcel is owned by more than one person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owners as the one entitled to cast the vote for the membership concerned.

1.03. Membership in the Corporation may be transferred only as an incident to the transfer of a lot or parcel, and such transfer shall be subject to the procedures set forth in these Restrictions.

ARTICLE V

ARCHITECTURAL DESIGN COMMITTEE

1.01. 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, together with a plot plan indicating the exact location on the building site, shall have been submitted to and approved in writing by the Committee, appointed from time to time by the Association, or its duly authorized subcommittee or agent, and a copy of such plans as finally approved are deposited for permanent record with the Committee. Said Committee shall consist of a minimum of three (3) persons, none of whom shall be required to own property in Wellington Oaks. 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 and receipted therefor. The approval of said plans and specifications may be withheld, not only because of their noncompliance with any of the specific restrictions contained in this and other clauses hereof, but also by reason of the reasonable dissatisfaction of the Committee or its agent with the grading plan, location 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.

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

1.03. The approval of the Committee for use on any Lot of any plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Committee of its right 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.

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

1.05. Any agent or officer of Declarant or the Committee may from time to time at any reasonable hour or hours in the presence of the occupant thereof enter and inspect any property subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the

Committee and/or any agent thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

1.06. For the purpose of making a search upon, or guaranteeing or insuring title to, or any lien on and/or interest in, any of said lots and for the purpose of protecting purchasers and encumbrancers for value and in good faith as against the performance or nonperformance of any of the acts in the restrictions authorized, permitted or to be approved by the Committee, the records of the Committee shall be prima facie evidence as to all matters shown by such records; and the issuance of a certificate of completion and compliance by the Committee showing that the plans and specifications for the improvements or other matters herein provided for or authorized have been approved, and that said improvements have been made in accordance therewith, or of a certificate as to any matters relating to the Committee shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee. In any event, after the expiration of two (2) years from the date of the completion of construction for any structure, work, improvement or alteration, said structure, work, improvement or alteration shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all the provisions hereof, unless actual notice executed by the Committee of such noncompletion and/or noncompliance shall appear of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, or legal proceedings shall have been instituted to enforce compliance with these restrictions.

1.07. 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.

1.08. 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.

ARTICLE VI

MAINTENANCE AND UPKEEP

AUTHORITY FOR FEES

1.01. Each and every of said Lots which has been sold, leased or conveyed by the Declarant, except Lots dedicated, reserved, taken or sold for public improvements or use, shall be subject to the per Lot maintenance fees as hereinafter provided. The entity responsible for the collection of the fees and for the disbursement of and accounting for funds is the Association. The operation of the Association shall be governed by the By-Laws of the Association, as they may be amended from time to time, a copy of which can be inspected at the principal office of the Association at 5401 AIA South, St. Augustine, Florida 32084. The By-Laws may be amended in the manner provided for therein, but no amendment to said by-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering or encumbering any Lot or which would change Section 3.01 herein pertaining to the amount and fixing of fees.

MEMBERSHIP.

2.01. Every Owner of any of said Lots, whether he has acquired the ownership by purchase, gift, conveyance or transfer by operation of law, or otherwise, shall be a member of the Association and shall be bound by the Certificate of Incorporation and By-Laws of the Association as they may exist from time to time. All maintenance and upkeep fees shall not be increased without the prior written consent of the Association.

FEES.

3.01. The initial monthly fees to be paid to the Association for maintenance and upkeep as is further described herein upon each and every of said Lots subject thereto, whether vacant lots or improved lots, shall be \$50.00 per month. Said fees shall be due and payable in advance on or before the first day of each and every month for the next succeeding month. Initial fees for a partial month may be collected in advance on a prorated basis. The Association may, but shall not be required to, provide for a reasonable and legal rate of interest to accrue on any of said overdue installments and may change the rate of interest from time to time. The Association may increase said fees from time to time as in hereinafter provided, but said initial fees shall not be increased prior to January 1, 2002. Thereafter, said fees may be increased or decreased by the Association except that the said monthly charge or fee per Lot shall not be raised more than twenty-five percent (25%) of the then existing fee during any one (1) calendar year. Said fees may not be raised to a sum more than double the initial fees without the joint consent of the owners of record of not less than fifty-one percent (51%), in number, of all the Lot Owners subject thereto who actually vote for or against said increase including the Owners of those Lots covered by other restrictions containing similar provisions affecting other Lots shown on plats of units of Wellington Oaks whether recorded now or in the future, and if said fees are decreased or extinguished by the Association, the services provided

by the Association may be decreased or extinguished so that the Association shall not be required to pay more for the service hereinafter enumerated than is collected by said fees. In regard to said joint consent, the Owner of each Lot shall be entitled to one (1) vote for each Lot owned by him and each Lot shall not be entitled to more than one (1) vote.

3.02. In the event any sales taxes or other taxes are required to be paid or collected on said fees by any governmental authority, said taxes shall be added to the fees due from time to time.

3.03. The Association shall not make a profit from the collection of said fees or from the furnishing of the services hereinafter enumerated and all of said fees shall be appropriated and spent for the things hereinafter enumerated, except that the Association shall apply a reasonable portion thereof to be retained as reserves for various contingencies. Said fees shall not be spent or used for any development costs of the Declarant, or for the maintenance and upkeep of any Lots owned by the Declarant prior to the first sale, conveyance or lease of said Lots by the Declarant. The Association shall account to the Lot Owners as to the method of spending of said funds at least once each and every calendar year commencing with the year 1989. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant, then the accounting shall be conclusively presumed to be accurate as set forth therein.

3.04. The Association may commingle the sums collected hereunder with those collected under other similar provisions of other recorded restrictions affecting other lands shown on plats of Wellington Oaks, recorded now or in the future in the Public Records of St. Johns County, Florida, which funds are intended thereby to be used for similar purposes.

LIENS.

4.01. Each such fee and interest thereon and reasonable

court costs and legal fees expended in the collection thereof shall from the date it is due, or expended, constitute a lien on the lot or property with respect to which it is due. The Association may take such action as it deems necessary to collect overdue fees by personal action or by enforcing and foreclosing said lien and the Association may negotiate disputed claims or liens and settle or compromise said claims. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose said lien and to apply as a cash credit against its bid, all sums due the Association covered by the lien foreclosed. In case of such foreclosure, the Lot Owner shall be required to pay a reasonable rental for the lot, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same. The Association may file for record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, on and after sixty (60) days after a fee is overdue, the amount of said overdue fee, together with the interest and costs thereon and a description of the lot and the name of the Owner thereof and such additional information, as may be desirable, and upon payment in full thereof, the Association shall execute a proper recordable release of said lien.

4.02. Said lien shall be subordinate to any institutional first mortgage or first trust. Where an institutional first mortgage or lender of record or other purchaser of a lot obtains title to the lot as a result of foreclosure of said mortgage or where an institutional first mortgagee of record accepts a deed to said lot in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the fees due to the Association pertaining to such lot and chargeable to the former lot owner of such lot which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. The term "institutional first mortgagee" means a bank, or a savings and loan association, or an insurance company, or a pension fund, or a bona fide mortgage company, or a real estate investment trust, transacting business in Florida which owns or holds a mortgage encumbering a subdivision parcel.

4.03. Any person who acquires an interest in a Lot except through foreclosure of an institutional first mortgage of record, (or deed in lieu thereof) including purchasers at judicial sales, shall not be entitled to occupancy of the Lot until such time as all unpaid fees due and owing by the former Lot Owner have been paid.

4.04. The Association shall have the right to assign its claim and lien rights for the recovery of any unpaid fee to any Lot Owner or group of Lot Owners or to any third party.

4.05. The purchasers or lessees of Lots or parcels in Wellington Oaks by the acceptance of deeds or leases therefor, whether from the Declarant or subsequent owners or lessees of such Lots, or by the signing of contracts or agreements to purchase the same, shall become personally obligated to pay such fees including interest upon Lots purchased or agreed to be purchased by them, and if payment is not made as provided for herein, said fees shall constitute a lien on the said Lot as otherwise provided for herein, and the Association shall have and retain the right or power to bring all actions for the collection of such fees and interest and the enforcement of the lien securing the same. Such right and power shall continue in the Association and its assigns and such obligation is to run with the land so that the successors or Owners of record of any portion of said property, and the holder or holders of contracts or agreements for the purchase thereof, shall in turn become liable for the payment of such fees and interest which shall have become due during their Ownership thereof.

UNSOLD/REPOSSESSED LOTS.

5.01 The Declarant or its successors and assigns, shall not be obligated to pay to the Association any fees upon any of said Lots owned by the Declarant which are subject thereto, prior to the first sale, conveyance or lease of said Lots by the Declarant, but shall be obligated to pay any such fees for any Lot or Lots acquired from successive Owners of said Lots.

6.01. The Association shall apply the proceeds received from such fees toward the payment of the cost of any of the following matters and things in any part of Wellington Oaks, whether within units partially or fully restricted by other restrictions recorded or intended to be recorded or recorded in the future in the Public Records of St. Johns County, Florida, affecting properties located in Wellington Oaks, namely:

- A. Maintain the streets and street lighting on the road rights-of-way;
- B. The Community Recreation Area and provided personnel for same.
- C. Maintain guard gate and provide guard and/or patrol service from dusk to dawn commencing with the beginning of the erection of the first dwelling;
- D. Maintain the common areas;

6.02. The enumeration of the matters and things for which the proceeds may be applied shall not require that the Association actually spend the said proceeds on all of said matters and things or during the year that said fees are collected and the Association shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.

6.03. No lot owner, parcel owner or lessee shall be excused from the payment of the fees provided for herein because of his or her failure to use any of the said facilities to be maintained.

6.04. The Association may assign its rights, duties, and obligations under this section, including its right to collect said fees and to have same secured by a lien and its obligation to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns

County, Florida, making said assignment.

6.05. Reference herein to the fees shall include the fees set forth and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.

ARTICLE VII

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01. The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments, or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said lots and shall not affect the rights and powers of any mortgagees under said mortgages and provided further that any additional restrictions, covenants or modifications, or amendments shall not change Article VI, Section 3.01 herein pertaining to the amount and fixing of fees. No modifications, amendments or additions will be made to the restrictions without the prior written approval of the Association.

DURATION OF RESTRICTIONS.

2.01. These covenants and restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all persons claiming under them until December 31, 2020, at which time said covenants and restrictions shall automatically be extended for successive period of ten (10) years, unless commencing with the year, 2009, by vote of ninety percent (90%) of the then Owners of all of the Lots or tracts in Wellington Oaks, or commencing with the year 2021, by vote of seventy-five percent (75%) of the then Owners of all of the Lots or tracts in Wellington Oaks, it is agreed to change said covenants in whole or in part.

REMEDIES FOR VIOLATIONS.

3.01 In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial proceedings, any member of the Association, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation of breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in the Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

4.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in nowise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, a limited partnership authorized to and doing business in the State of Florida, has caused these presents to be executed at St. Augustine, St. John County, Florida, this 21st day of June, A.D. 1988.

In the presence of:

DARCY PARTNERSHIP, LTD.

Carolind S. Lucy

By Robert T. Held, Sr.
ROBERT T. HELD, SR.
General Partner

John E. Skirmato

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

O.R. 787 PG 0991

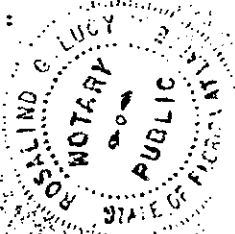
Before me personally appeared Robert T. Held, Sr. to me well known and known to me to be the General Partner of Darcy Partnership, Ltd., the Limited Partnership named in the foregoing instrument, and known to me to be the person who as General Partner of said Limited Partnership executed the same; and then and there the said ROBERT T. HELD, SR., General Partner of Darcy Partnership, Ltd, did acknowledge before me that said instrument is the free act and deed of said Limited Partnership, executed by such General Partner for the purpose therein expressed.

WITNESS my hand and official seal, this 21st day of June - - , A.D., 1988.

Rosalind G. Lucy
Rosalind G. Lucy
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 1, 1992
COUNTY OF ST. JOHNS, FLA.



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

89 JUN 30 PM 3:48

Ben. M. Mulek
CLERK OF CIRCUIT COURT