

This instrument prepared by:

JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
786 N. Ponce de Leon Boulevard
St. Augustine, Florida 32085

FIRST AMENDMENT

TO

O.R. 811 PG 0238

THE DECLARATION OF RESTRICTIONS OF

WILDWOOD PINES SUBDIVISION

THIS FIRST AMENDMENT, to the Declaration of Restrictions of Wildwood Pines Subdivision is made this 21st day of November, 1988 by Wildwood Pines Properties, a Florida general partnership, hereinafter referred to as "Developer":

WITNESSETH:

WHEREAS, Developer desires to amend the Declaration of Restrictions of Wildwood Pines Subdivision, recorded in Official Records Book 800, Page 853, of the Public Records of St. Johns County, Florida, hereinafter referred to as the "Declaration of Restrictions", to provide for the maintenance of the subdivision's landscaped entrance way, entrance gate and sign and for the purpose of designating the location of the front yard of Lots 19, 42, 39 and 38 of said subdivision.

NOW, THEREFORE, the Developer does hereby ~~amend the~~ Declaration of Restrictions to include the following additional terms:

1. In addition to the matters set forth in paragraphs A, B and C of paragraph 18 of the Declaration of Restrictions, the Lakefront Homeowners' Association shall pay out of the funds derived from annual assessments the cost of managing and maintaining the subdivisions landscaped entrance way, entrance gate and sign located within the Right of Way of Deer Chase Road.

2. The front yard of Lots 19, 38, 39 and 42 of said subdivision shall be that part of the said lots which front on Pine Run Circle east and west. The aforesaid Lots shall also be subject to a restriction which shall require that a 5' wide natural buffer be maintained on the following described portions of said Lots;

A. AS to Lot 19, 5' inside of the easterly 100' of the common lot line of Lots 19 and 16, as measured from the Right of Way line of Turkey Creek Court;

B. As to Lot 38, 5' inside of the common lot line of Lots 38 and 40 and 5' inside of the Right of Way line of Seminole Point Circle;

C. As to Lot 39, 5' inside of the Right of Way line of Seminole Point Circle;

D. As to Lot 42, 5' inside of the common lot line of Lots 42 and 41 and 5' inside of the Right of Way line of Seminole Point Circle.

3. All other terms, provisions and conditions of said Declaration of Restrictions not in conflict with the provisions of this amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Wildwood Pines Properties has executed the foregoing First Amendment To The Declaration of Restrictions of Wildwood Pines Subdivision, this 21st day of November, 1988.

WILDWOOD PINES PROPERTIES, a Florida General Partnership

Betty Gans
Witness
Ala. B. Gans
Witness

By: David F. Paceiti
Its General Partner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority personally appeared DAVID F. PACEITI as general partner, of WILDWOOD PINES PROPERTIES, a Florida General Partnership, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such general partner for the uses and purposes therein expressed and same is the act and deed of said general partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, 1988.

Ala. B. Gans
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Aug 21, 1990

90 FEB -9 AM 9:42

Gene and Amber
WITNESSES

88 7599

QUIT-CLAIM DEED
(RELEASE OF EASEMENT RIGHTS)

THIS QUIT-CLAIM DEED is made this 25th day of March, 1988, BETWEEN

ITT RAYONIER INCORPORATED, a Delaware corporation (hereinafter referred to as "Grantor"), and

O.R. 777 PG 1697

WILDWOOD PINES PROPERTIES, a Florida General Partnership (hereinafter referred to as "Grantee"), whose mailing address is: 62 VALENCIA ST., ST. AUGUSTINE, FL 32084.

WITNESSETH: that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the Grantee the following described land, situate, lying and being in the County of St. Johns, State of Florida, to-wit:

See Exhibit "A", attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, his heirs, successors and assigns forever. (When used herein the terms "Grantor" and "Grantee" shall be construed to include masculine, feminine, singular or plural as the context permits or requires and shall include heirs, personal representatives, successors or assigns.)

THE PURPOSE OF THIS CONVEYANCE is to release all of Grantor's right, title and interest arising out of the reservation of easement rights contained in the Special Warranty Deed recorded in Official Records Volume 758, page 0803 of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, the Grantor has caused its authorized corporate officers to execute this instrument and affix the corporate seal of the Grantor.

Signed, sealed and delivered in the presence of:

ITT RAYONIER INCORPORATED, a Delaware corporation

Kathleen J. Boney

By: William S. Berry
Its SR Vice President

Debra L. Lillis

ATTEST: Shirley Manning
Its Secretary
(CORPORATE SEAL)

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 25th day of March, 1988, by William S. Berry, and Shirley Manning, the SR Vice President and Secretary, respectively, of ITT RAYONIER INCORPORATED, a Delaware corporation, on behalf of the corporation.

Documentary Tax Pd. \$.55

\$ 0 Intangible Tax Pd.

Carl "Bud" Markel, Clerk St. Johns

County of: St. Johns D.C.

2618N/1

Robert E. McLean
Notary Public, State and
County Aforesaid

My Commission Expires: 3/31/89

(NOTARIAL SEAL)

EXHIBIT "A"

DESCRIPTION OF EASEMENT FOR INGRESS AND EGRESS:

That certain piece, parcel or tract of land situate, lying and being in Section 14, Township 8 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Section 14, Township 8 South, Range 29 East, St. Johns County, Florida; thence run South 0 degrees 08 minutes 49 seconds West, along the east line of said Section 14, 1,111.06 feet; thence run South 51 degrees 15 minutes West, 1,964.78 feet; thence run North 0 degrees 08 minutes 49 seconds East, 128.49 feet; thence run North 51 degrees 15 minutes East, 1,836.31 feet; then run North 0 degrees 08 minutes 49 seconds East, 771 feet; thence run South 39 degrees 18 minutes West, 1,429.31 feet; thence run North 0 degrees 08 minutes 49 seconds East, 100.01 feet; thence run North 89 degrees 18 minutes East, 1,429.31 feet; thence run North 0 degrees 08 minutes 49 seconds East, 190.31 feet to the North line of said Section 14; thence run North 89 degrees 02 minutes East along said section line, 100.00 feet to the POINT OF BEGINNING.

FILED IN RECORDS OF
ST. JOHNS COUNTY, FLA.

1993 MAR 31 PM 2:16

Carl M. Mink
CLERK OF CIRCUIT COURT

88 27662

RESTRICTIONS

WILLOWOOD PINES SUBDIVISION

THIS DECLARATION, made as of the date hereinafter set forth, by WILLOWOOD PINES PROPERTIES, a Florida General Partnership, hereinafter referred to as "Developer":

WITNESSETH:

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

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

WHEREAS, it is desired by Developer to place restrictions and limitations of record as to each and every of the lots hereinafter set forth and to limit the use for which each and every of said lots is intended to that set forth hereinafter.

NOW, THEREFORE, the Developer 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:

AS PER LEGAL ATTACHED HERETO, MARKED EXHIBIT "A" AND BY THIS REFERENCE MADE A PART HEREOF.

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 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.

The restrictions will in no way interfere with the normal living of responsible neighbors but are designed to fully insure the value of the owner's investment.

The subject property, in addition to the covenants and restrictions contained herein, is conveyed subject to all present and future rules and regulations of the County of St. Johns, State of Florida, if any, relative to zoning and construction.

1. LAND USE: All of the lots are hereby restricted to use as single family dwelling lots.

1. LAND USE (cont.):
in tracts of less than the platted lots, and only one family dwelling unit per subdivided lot shall be permitted on each lot. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots restricted to residential purposes, nor shall any noxious or offensive activity be carried on upon any of the property; nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, except for a reasonable period during actual construction of a residence or structure. No trailer, tent, shack or other structure shall be erected or used upon any of the property and in no event shall such structure be used as living quarters, temporary or permanent. However, for a period of one year from the date the County issues the first Certificate of Occupancy, the developer shall be exempt from this restriction.
2. MANUFACTURED HOUSING: No manufactured housing, mobile homes, or modular homes shall be placed on these lots. Prefabricated homes are not allowed. Homes of log construction are not permitted. No structures will be permitted on stilts or piers.
3. SQUARE FOOTAGE, SETBACKS, MATERIAL: Minimum house square footage shall be 1500 square feet of enclosed heated living area together with an enclosed double car garage which shall be attached. Construction of houses must be completed within six months from commencement. No fencing used on said lots shall be made of barbed wire, hog wire, chicken wire or like material. No fencing shall be used in the front yard of any residence. No fence shall be permitted upon the property which is over six feet in height in the back of the main structure.
4. EASEMENTS: All easements disclosed on the plat of Wildwood Pines Subdivision recorded in Map Book 22 at Page 73+74 of the Public Records of St. Johns County, Florida, shall be perpetual in duration and are incorporated herein by reference.

Easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of roads, sewer, water, drainage, electric, gas, telephone, cable television, or other necessary utilities unless otherwise described on the plat.

The Declarants, at all times, shall have the right to ingress and egress over the aforesaid easements as shall the Lake Owner's Association.

No structure, planting, or other material shall be placed

or permitted to remain which may cause inaccessibility for maintenance or utilities within said easements. No fencing shall be permitted within the easements to be used for road and drainage construction. The landscaping and maintenance of the easement area, however, shall be maintained by the owner of the property.

5. MAINTENANCE OF EASEMENTS AND RETENTION AREAS.

"Lake" shall mean and refer to the retention area shown upon the recorded subdivision plat of the properties and any subsequently recorded subdivision plat of any additional contiguous land made subject to this declaration.

All drainage and utility easements shall be maintained by the owners of the lots on which the easements exist.

All public right of ways shall be maintained to the pavement by the abutting property owners.

Each property owner shall be responsible for maintaining the retention and/or lakefront area that abuts his property required by Wildwood Pines Lakefront Owner's Association, Inc.

6. MINING: No drilling or mining operation shall be carried on or permitted upon any lot with the exception of drilling for water purposes for yard maintenance use only.

7. SIGNS: No commercial signs of any nature, except on professional sign of not more than one (1) square foot, shall be erected or permitted to remain on any lot which is restricted to residential use herein. One additional sign not to exceed eighteen (18) inches square may be used to advertise property for sale or rent. All signs must be of wood tone stains and of wood construction. For a period of one (1) year from the date the first Certificate of Occupancy is issued by St. Johns County, the developer shall be exempt from this restriction. All signs are subject to Architectural Control Board approval.

8. NUISANCES: All homes, structures, fences, lawns, etc. shall be maintained in a neat and orderly manner at all times. Unused parked vehicles, refuse piles, debris, trash, scrap metal or other unsightly objects will not be permitted. All exterior garbage containers shall be screened from view of adjoining property owners and streets.

9. ANIMALS: No animals, birds, or fowl shall be kept or maintained on any part of the property except dogs, cats, and pet birds, which may be kept thereon in reasonable

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numbers not to exceed a total of four (4), as pets, for the pleasure and use of the occupants, but not for any commercial use or purpose. All pets must be kept under control at all times and the owner must license those animals required to be licensed by St. Johns County ordinance. All dogs, when outside the confines of the owners parcel, must be on a leash. Dog pens and runs are prohibited. Dog houses over three (3) feet in height and more than ten (10) square feet in area shall be considered structures. All dog houses must be placed to the rear of the home.

10. CLOTHESLINES: No clothesline shall be placed where they can be viewed from the street.

11. CORNER LOTS AND LOTS WITH VIEW OF BACK YARD: No fences shall be constructed nor shall any recreational vehicle or boat be parked on corner lot or any lot which back or side yard abuts a street except within the building set back lines.

12. SEPTIC TANK DRAINFIELDS: All foundations must be raised so that the elevation of the septic tank system drainfield is not visible or the lot must be filled and raised so that the drainfield does not have to be elevated. A plan showing that this requirement has been met must be filed with the set of plans and specifications to the Architectural Review Board for its approval.

The intent of the provision is to avoid any unsightly drainfields and the final approval of the septic tank system plan is up to the Architectural Review Board. This approval or disapproval will be based on the foregoing criteria. However, the Board may at its discretion determine a lot to be a hardship case and waive the above requirements based on lot location, location of drainfield and elevation required.

13. LANDSCAPING: Each residence, prior to occupancy, will have a minimum of five (5) pallets of sod and twenty (20) three gallon plants in the front yard of the structure.

14. TRAILERS: Mobile homes will not be allowed under any conditions. Recreational motor vehicles of any nature shall be kept on or stored in the rear of the property.

No boats or canoes, on or off trailers, may be parked on any part of the property except in the rear of the structure. These prohibitions also apply to the common areas. Pickup trucks up to 3/4 ton, may be parked on the property unless such vehicle is unsightly or used as a work vehicle, in which case the vehicle shall be stored or kept in the garage.

15. CONDITION OF VEHICLES: A vehicle, whether self propelled or not, permitted to remain on any lot shall be kept in a licensed and operable condition. Any vehicle, whether self propelled or not, shall be parked in such a manner that it is not a nuisance,

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aesthetically or otherwise, to other residents. Vehicles shall not be parked on any road or street. The provisions of this paragraph shall not apply during the time of any construction by developer or any other builder.

16. AERIALS: Exterior radio and television aerials for reception of commercial broadcasts and other aerials shall not be permitted on the Property. Satellite Dishes are allowable, subject to the approval by the Architectural Control Board of the size and location of said Satellite Dish. Said Satellite Dish to be placed within the building set back lines of the rear yard.

17. LAKE FRONT OWNERS' ASSOCIATION: "Lake" shall mean and refer to the retention area shown upon the recorded subdivision plat of the properties and any subsequently recorded subdivision plat of any additional contiguous land made subject to this declaration.

Every owner of a lake front lot, including Developer, shall be a member of the Wildwood Pines Lake Front Owners' Association, Inc. (hereinafter referred to as the "Association"), a Florida non-profit corporation. Membership shall be appurtenant to and may not be separated from ownership of said lake front lots. The Association shall have the exclusive right to manage, maintain and control the lake on which said lake front parcels are situated. Only the Developer or Association shall have the right to pump or otherwise remove any water from said lake, for the purpose of irrigation or such other use. The Developer, and Association after assignment of such right to same, shall have the sole and absolute right to control the water level of such lake and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in such lake. The Association shall be solely responsible for preserving the water quality of the lake.

All lake front lots shall be maintained so that the grass, planting or other lateral support shall prevent erosion of the embankment adjacent to the lake. The height, grade and contour of the embankment shall not be changed without the prior written consent of the Association. If the owner of any lake front parcel fails to maintain the embankment as part of his landscape maintenance obligations in accordance with this paragraph, the Association shall have the right but not the obligation to enter upon such lake front lot to perform such maintenance which may reasonable be required, all at the expense of the owner of such lake front lot. No docks, bulkheads, or other structures

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shall be constructed on such embankments unless and until same shall have been approved by the Association.

Wildwood Pines Lake Front Owners' Association, Inc. is a corporation organized not for profit under the laws of the State of Florida. The Association was organized to promote the health, safety and welfare of its Class A members, being the property owners of Wildwood Pines, St. Johns County, Florida.

Membership in the Association 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 Wildwood Pines Properties. Class A members shall have limited voting power in the Association until such time as hereinafter set forth, to wit: All Class A members shall be entitled to vote for one (1) position on the Board of Directors of the Association. The Class B member shall have full voting powers in the Association until January 1, 1992, or such prior time as the Class B member shall determine, in its sole judgment, by the By-Laws to give full voting power to the Class A members. At such time as the Class A members become full voting members of the Association, said Class A members shall be entitled to one (1) vote in the affairs of the Association for each lot, tract, or parcel owned by said member as 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.

Membership in the 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 Restrictions and By-Laws.

Declarant, Wildwood Pines Properties, or its successors, shall have the right to transfer all of its rights and obligations to the lot owners or record at any time it notifies said lot owners in writing that it is doing so prior to January 1, 1992. Upon said notification, all responsibilities rights and obligations shall be assumed by the Wildwood Pines Lakefront Owners' Association, Inc. of which Wildwood Pines Properties shall then have no vote, responsibilities, rights or obligations in said Association. On January 1, 1992, full voting powers of the Class B members in the Association shall automatically terminate and Class A members shall become full voting members of the Association.

The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of such lake and shall have the right to deny such use to any person, who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of the surface waters of such lake.

18. Developer hereby covenants for each lake front lot within the subdivision and each owner of a lake front lot is hereby deemed to covenant by acceptance of his deed for such lake front lot, whether or not it should be so expressed in his deed, to pay to the Association annual assessments and special assessments. Such annual and special assessments shall be used exclusively to promote the health, safety, welfare and recreation of the residents of lake front lots in the subdivision and for the improvement, management, and maintenance of said lake. Annual assessments shall include, and the Association shall pay for out of the funds derived from said annual assessments, the following:

- A. The cost of improving, managing, and maintaining the lake.

- B. The cost of obtaining liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of the Association's obligation to maintain said lake. The policy limits of said insurance shall be set by the Association and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

- C. The cost of any other materials, supplies, labor, services, maintenance, repairs, insurance, taxes, or assessments, which the Association is required to pay pursuant to the terms of this Declaration or its By-Laws, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the benefit of lake front lot owners or for the enforcement of the restrictions contained herein or of the rules and regulations of the Association.

19. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of repairing damage to said lake. Any such assessments must be approved by a majority of the lake front lot

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owners who are voting in person or by proxy at a meeting duly called for such purpose.

20. The annual assessments authorized herein shall commence on January 1, 1989. The Board of Directors of the Association shall fix the amount of the annual assessment against each lake front lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every lake front lot owner. Notwithstanding any provision to the contrary herein, Developer, for any lake front lots which it owns, shall not be liable for assessments so long as it funds any deficit in the operating expenses of the Association.
21. The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lake front lot have been paid, and if not, the amounts owed therefore.
22. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the highest rate allowed by law. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the property as provided herein. The Association shall have the right to record Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lake front lot described therein. Said Claim of Lien shall state the description of the lake front lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lake front lot.
23. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lake front lot shall not affect the assessment lien. However, the sale or transfer of any lake front lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lake front lot from liability for any assessments thereafter becoming due or from the lien

thereof.

24. MAILBOXES: Central mail boxes will be installed within the development, which must be utilized by residents. No mail boxes shall be installed on the lots or easements in front of the lots except where designated by developer.

25. ARCHITECTURAL CONTROL BOARD: The Architectural Control Board, hereinafter the "Board", shall be composed of three (3) members so designated from time to time by the following:

All three (3) members shall be appointed by the developers or its appointee. Developer shall, at its discretion, have the right to remove any member of the Architectural Control Board and to appoint a new member to fill the vacancy.

Except as hereinafter provided, the unanimous vote of the membership of the Board shall be required in order to adopt or promulgate any rule or regulation, or make any findings, determinations, ruling, or order. A majority vote is required to issue any permit, authorization, or approval pursuant to directives or authorizations contained herein. With regard to review of plans and specifications as set forth in these Section, however, and with regard to all other specific matters (other than the promulgation of rules and regulations) as may be specified by resolution of the entire Board, an individual member of the Board, so designated by the Board, shall be authorized to exercise full authority granted herein to the Board. Written approval by such designated member of any plans and specifications submitted, or the granting of any approval, permit, or authorization by such member in accordance with the terms hereof, shall be final and binding. Any disapproval, or approval based upon modification or specified conditions by one such member shall also be final and binding, providing, however, that in any such case, any applicant or such approval, permit, or authorization may, within ten (10) days after receipt of notice of any such adverse decision, file a written request to have the matter in question review by the entire Architectural Control Board. Upon the filing of any such request, the matter with respect to which such request was filed shall be submitted to and reviewed as soon as possible by the entire Architectural Control Board. Thereafter, the decision of a majority

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respect to such matter shall be final and binding.

A. APPROVAL REQUIRED: No structure shall be commenced, erected, placed, moved on to or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereon, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Board. Such plans and specifications shall contain such information, as may be required by the Architectural Control Board, but in any event shall include: (i) a site plan of the parcel showing nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular parcel including proposed front, rear and side setbacks and free spaces, if any are proposed, of all structures, the location thereof with reference to structures on adjoining portions of the property and the location of driveways and turnarounds on the parcel; (ii) a clearing plan for the particular parcel showing the location of sanitary sewer service lines, or septic tank and drainfield, and other such information required by the Board; (iii) a drainage plan; and (iv) a plan for landscaping.

B. BASIS FOR DISAPPROVAL OF PLANS: The Board shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

1. Failure of such plans or specifications to comply with any of the restrictions;
2. Failure to include information in such plans and specifications as may have been reasonably requested;
3. Objection to the exterior design, appearance, or materials of any proposed structure;
4. Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity;
5. Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;
6. Objections to the site plan, clearing plan, drainage plan or landscaping plan for any parcel;

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7. Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any proposed structures;

8. Failure of plans to take into consideration the particular topography, vegetative characteristics, and natural environment of the parcel; or

9. Any other matter which, in the judgment of the Board would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other lots in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) months is extended by agreement with the Board in which event the extended period of time shall be applicable.

In any case where the Board shall disapprove any plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the Board shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

C. RETENTION OF COPY OF PLANS: There shall be two (2) complete sets of the plans and specifications submitted and upon approval by the Board of any plans and specifications submitted hereunder, a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

D. EFFECT OF APPROVAL AND DISAPPROVAL; TIME FOR APPROVAL: The Board may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on parcels, including without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Board at any time, and no inclusion in, omission from, or amendment of any

such rule or statement shall be deemed to bind the Board to approve or disapprove any feature or matter subject to approval, or to waive the exercise for the Board's discretion as to any such matter. No change of policy shall effect the finality of any approval granted prior to such change. Approval for use on any parcel of any plans or specifications shall not be deemed a waiver of the Board's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features, or elements are subsequently submitted for use on any parcel or parcels. Approval of any such plans and specifications relating to any parcel, however, shall be final as to that parcel and such approval may not be revoked or rescinded thereafter, provided: (i) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the restrictions; and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the parcel in question.

In the event that the Board fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been disapproved, as submitted, and further action shall be required.

- E. FAILURE TO OBTAIN APPROVAL OR VIOLATIONS: If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the Board pursuant to this Section E, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Section E, and without the approval required herein and upon written notice from the Board, any such structure so altered, erected, placed, or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If, fifteen (15) days after receipt of the written notice of such violation, the owner of the parcel upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Board shall have the right, through its agents and employees, to enter upon such parcel and to take such steps as may be necessary to

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distinguish such violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section F shall not be valid as against a bona fide purchaser or bona fide mortgage of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in St. Johns County, Florida prior to the recordation among the Public Records of St. Johns County, Florida of the deed or mortgage conveying the parcel in question to such purchaser or subjecting the same to a mortgage.

- F. **CERTIFICATE OF COMPLIANCE:** Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Board, upon written request by the owner, the Board shall issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the parcel on which such structure is placed, stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies with the requirements of the Board. Preparation and recording of such certificate shall be at the expense of such owner. Any Certificate of Compliance issued in accordance with the provisions of this Section F shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the parcel, and the use or uses described therein comply with all the requirements of this Declaration and with all the requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

- G. **INSPECTION AND TESTING RIGHTS:** Any agent of the Board may at any time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and the Board or any such agent shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Board prior to its installation of the sanitary sewer service lines both before and after backfill, and to permit such inspection and

testing thereof as is required by the Board.

H. WAIVER OF LIABILITY: Neither the Board nor any Architect or agent thereof, nor Developer or any agent or employee of the Developer, shall be responsible in any way for any failure of structures to comply with requirements of this Declaration. Although a Certificate of Compliance has been issued, all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this Section H for any cause arising out of the matters referred to in this Section H and further agree to and do hereby release said entities and persons for any and every such cause, including defects in plans and specifications and any structural defects in plans and specifications and any structural defects in any work done according to such plans and specifications.

26. ENFORCEMENT: In the event of a violation of these covenants, it shall be lawful for the declarants, or any person or persons owning a parcel within the land described, to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same.

27. SEVERABILITY: If any one or more of these restrictions should be declared invalid in a court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

ENFORCEMENT OF THESE RESTRICTIONS shall be by proceedings at law or in equity against person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceedings in addition to any other relief granted.

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O.R. 800 PG 0867

IN WITNESS WHEREOF, Declarants have executed these
Declarations of Covenants, Conditions, and Restrictions this
10th day of October, 1988.

Signed, Sealed and Delivered
in the presence of:

WILDWOOD PINES
PROPERTIES, A Florida General Partnership

H. R. Greene
Witness

By: H. Wesley Smith
H. Wesley Smith

Bob Lamb
Witness

By: H. Roland Pacetti
H. Roland Pacetti

Peggy Ferrand
Witness

By: David F. Pacetti
David F. Pacetti

STATE OF FLORIDA

COUNTY OF ST. JOHNS

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

88 OCT 27 PM 2:52

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid
to take acknowledgments, personally appeared

Carl B. Mink
CLERK OF CIRCUIT COURT

H. Wesley Smith, H. Roland Pacetti, and David F. Pacetti
as Wildwood Pines Properties, A Florida General Partnership
to me known to be the person described in and who executed
the foregoing instrument and they acknowledged before me that
they executed the same.

WITNESS my hand and official seal in the County and
State aforesaid this 10th day of October, 1988.

H. R. Greene
Notary Public
FLORIDA

This instrument prepared by:

JOHN D. BAILEY, JR.
Upchurch, Bailey and Upchurch, P.A.
780 N. Ponce de Leon Boulevard
St. Augustine, Florida 32085

FIRST AMENDMENT

TO

O.R. 811 PG 0238

THE DECLARATION OF RESTRICTIONS OF

WILDWOOD PINES SUBDIVISION

THIS FIRST AMENDMENT, to the Declaration of Restrictions of Wildwood Pines Subdivision is made this 21st day of November, 1988 by Wildwood Pines Properties, a Florida general partnership, hereinafter referred to as "Developer":

WITNESSETH:

WHEREAS, Developer desires to amend the Declaration of Restrictions of Wildwood Pines Subdivision, recorded in Official Records Book 800, Page 853, of the Public Records of St. Johns County, Florida, hereinafter referred to as the "Declaration of Restrictions", to provide for the maintenance of the subdivision's landscaped entrance way, entrance gate and sign and for the purpose of designating the location of the front yard of Lots 19, 42, 39 and 38 of said subdivision.

NOW, THEREFORE, the Developer does hereby ~~amend the~~ Declaration of Restrictions to include the following additional terms:

1. In addition to the matters set forth in paragraphs A, B and C of paragraph 18 of the Declaration of Restrictions, the Lakefront Homeowners' Association shall pay out of the funds derived from annual assessments the cost of managing and maintaining the subdivisions landscaped entrance way, entrance gate and sign located within the Right of Way of Deer Chase Road.

2. The front yard of Lots 19, 38, 39 and 42 of said subdivision shall be that part of the said lots which front on Pine Run Circle east and west. The aforesaid Lots shall also be subject to a restriction which shall require that a 5' wide natural buffer be maintained on the following described portions of said Lots;

A. AS to Lot 19, 5' inside of the easterly 100' of the common lot line of Lots 19 and 16, as measured from the Right of Way line of Turkey Creek Court;

B. As to Lot 38, 5' inside of the common lot line of Lots 38 and 40 and 5' inside of the Right of Way line of Seminole Point Circle;

C. As to Lot 39, 5' inside of the Right of Way line of Seminole Point Circle;

D. As to Lot 42, 5' inside of the common lot line of Lots 42 and 41 and 5' inside of the Right of Way line of Seminole Point Circle.

3. All other terms, provisions and conditions of said Declaration of Restrictions not in conflict with the provisions of this amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Wildwood Pines Properties has executed the foregoing First Amendment To The Declaration of Restrictions of Wildwood Pines Subdivision, this 21st day of November, 1988.

WILDWOOD PINES PROPERTIES, a Florida General Partnership

Betty Gans
Witness
Ala. B. Gans
Witness

By: David F. Paceiti
Its General Partner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority personally appeared DAVID F. PACEITI, as general partner, of WILDWOOD PINES PROPERTIES, a Florida General Partnership, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such general partner for the uses and purposes therein expressed and same is the act and deed of said general partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of November, 1988.

Ala. B. Gans
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires Aug 21, 1990

90 FEB -9 AM 9:42

Gene and Amber
WITNESSES