

VERIFIED BY  
*MZK*

Record and Return to →

Prepared by Patsy A. Hite  
Montgomery Land Company  
9444 Regency Sq Blvd. #201  
Jacksonville, FL 32211  
for R. O. Plantation Ltd Partnership

*[Handwritten signature]*

**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
RIVER OAKS PLANTATION**

*SALE  
13+9.50*

THIS DECLARATION is made this 4th day of March, 1994, by R. O. PLANTATION LIMITED PARTNERSHIP, a Florida Limited Partnership, hereinafter called "Developer."

**RECITALS**

A. Developer is the owner of that certain real property (the "Property") located in St. Johns County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

B. It is the intention and desire of Developer to develop the Property as a residential community. Homes within the Property shall be single-family dwellings and shall be developed and maintained as part of a residential development of quality, architectural design and condition.

C. Developer desires to maintain the beauty of the Property, to assure high-quality standards for the enjoyment of the Property. To provide for the preservation, enhancement and maintenance of the Property and the improvements thereon, Declarant desires to subject the Property to the covenants, restrictions, easements, charges and liens of this Declaration, each and all of which is and are for the benefit of the Property and each owner of a portion thereof.

D. To provide for the efficient management of Phases I, II and III of River Oaks Plantation, Developer deems it desirable to create a non-profit Association. The Association, as hereinafter defined, shall own, operate, maintain and administer all of the Common Areas and the Surface Water Drainage System located within the property and further defined in Article I of these documents and shall administer and enforce the covenants, conditions, restrictions and limitations hereinafter set forth. The Association shall also have the power and duty to administer and enforce the easements set forth in this Declaration, and to collect and disburse the assessments hereinafter created.

**DECLARATION**

NOW, THEREFORE, Developer hereby declares that the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, limitations and conditions (sometimes hereinafter referred to as the "covenants and restrictions"), which are for the purpose of protecting the value and desirability of the Property and which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the Property or any part hereof and their respective heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof, including Developer.

**ARTICLE I**

**DEFINITIONS**

The following definitions shall apply wherever the capitalized terms appear in the Declaration:

(a) "ARB" shall mean and refer to the Architectural Review Board as provided in Article VI hereof.

- (b) "Association" shall mean and refer to River Oaks Plantation Homeowners' Association, Inc., a Florida not-for-profit corporation, its successors and assigns.
- (c) "Association Articles and Bylaws" shall mean and refer to the Articles of Incorporation and the Bylaws of the Association.
- (d) "Association Rules and Regulations" shall mean and refer to the rules, regulations and policies adopted by the Board of Directors as the same may be amended from time-to-time.
- (e) "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (f) "Charges" shall mean and include all General, Special and Lot Assessments.
- (g) "Common Area" or "Common Areas" shall mean and refer to all real and personal property now or hereafter owned by the Association which is intended for the common use and enjoyment of all of the Owners and including, without limitation, any recreation areas designated on the plat of the Property or property conveyed to the Association and the signage located on prescribed easements that enure to the benefit of the Association.
- (h) "Developer" shall mean and refer to R. O. Plantation Limited Partnership, having Montgomery Land Company and Mitchell R. Montgomery as General Partners, or such other entity owning all or a portion of the Property which has been specifically assigned the rights of Developer hereunder and any assignee thereof which has had the rights of Developer similarly assigned to it. The Developer may also be an Owner for so long as the Developer shall be record owner of any Lot as defined herein.
- (i) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions.
- (j) "General Assessment" shall mean and refer to an assessment required of all Owners, as further provided in Article V entitled "Covenants for Maintenance Assessments" and elsewhere in this Declaration.
- (k) "Guest" shall mean and refer to a social guest of an Owner. However, any person residing on any portion of the Property for a period of sixty (60) consecutive days or longer shall be deemed a permanent resident.
- (l) "House" shall mean and refer to any single-family residential dwelling constructed or to be constructed on or within any Lot.
- (m) "Lot" shall mean and refer to any plot of land intended as a site for a House, whether or not the same is then shown upon any duly recorded subdivision plat of the Property. In the event that a plat of the Property is recorded, "Lot" shall mean and refer to any plot of land designated as a Lot on said plat and to any resubdivided or replatted Lot created pursuant to Article VII, Section 17. In the event that an Owner owns a Lot and a portion of another Lot or owns two or more Lots which are incorporated into a single building plot on which one dwelling unit is constructed, such combined Lot(s) shall be deemed a "Lot" for the purposes set forth herein, so long as it is used for a single dwelling unit.
- (n) "Lot Assessment" shall mean and refer to any assessment charged to a particular Owner pursuant to this Declaration for services and costs which relate specifically to that Owner's Lot.
- (o) "Surface Water Drainage System" shall mean and refer to storm and surface water management facilities designed for the collection of storm and surface water draining from the property or any portion thereof, and for the storage, or conveyance of said waters, or any other water management capabilities. The term shall include, without limiting the generality of the foregoing, the following: (1) the detention/retention lakes and ponds and other improvements which constitute the system, (2) drainage facilities appurtenant to said basins, (3) all lakes, littoral areas, swales, underdrains, culverts, and filtration systems serving the Property, (4) any easements and right-of-ways which are necessary for drainage ingress and egress in order to properly operate and maintain the system, and (5) any other properties hereafter acquired by the Association which are necessary in connection with the operation and maintenance of the system. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to

... 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 and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

(p) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration or the Association of Articles.

(q) "Mortgage" shall mean any bonafide first mortgage encumbering a Lot as security for the performance of an obligation.

(r) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to or life estate in any Lot. Owner shall not include those having an interest merely as security for the performance of an obligation.

(s) "Property" shall mean and refer to that certain real property described in Exhibit "A".

(t) "Special Assessments" shall mean and refer to those Special Assessments referred to in Article V hereof.

(u) "Yard" shall mean and refer to any and all portions of any Lot lying outside the exterior walls of any House constructed on such Lot and shall include all landscaping, improvements and decorative and functional appurtenances thereon.

(v) "MSTU" shall mean and refer to Municipal Service Taxing Unit created pursuant to Ordinance #82-17 by St. Johns County, Florida.

(w) "Community Development District", ("CDD"), shall mean and refer to that entity to be created pursuant to the terms of Florida Statutes Chapter 190.

ARTICLE II

OWNERSHIP AND MEMBERSHIP

Section 1. Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Lot.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

*Amend*

(a) Class A. Class A members shall be all Owners with the exception of Developer while the Developer is a Class B member. Class A members shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, other than as security for the performance of an obligation, all such persons shall be members. The vote for such parcel shall be exercised as they determine by written designation to the Association, but in no event shall more than one vote be cast with respect to any Lot. In the event that a Class A member owns more than one Lot which is combined into a single building plot and one single family dwelling is constructed thereupon, then the Owner shall have one (1) vote per lot.

*Amend*

(b) Class B. The Class B member shall be the Developer, who shall be entitled to the number of votes equal to the number of votes held by all Class A members, plus one. The control of the Association (with the exception of the ARB) shall be turned over to the homeowners when the developer has completed all the contemplated improvements and closed the sales of 75% of the Lots in Phases I, II and III of River Oaks Plantation or whenever the developer elects to terminate its control of the Association, whichever shall first occur.

## ARTICLE III

OWNER'S RIGHTS

**Section 1. Title to Common Areas and Owner's Easements of Enjoyment.** The Developer will convey or cause to be conveyed to the Association the title to the Common Areas. Included as part of the common area is a recreational area which consists of a swimming pool, a bath house, and a dock. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which will be appurtenant to and shall pass with title to every Lot, subject to the provisions of the Association Articles, Bylaws, Association Rules and Regulations and the following provisions:

- (a) The right of the Association to charge assessments and other fees for the maintenance and security of the Common Areas and the facilities and services provided to Owners as described herein.
- (b) The right of the Association to adopt rules and regulations governing the manner and extent of use of the Common Areas and the personal conduct of the members of the Association and their guests thereon.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility (public or private) for such purposes and subject to such conditions as may be agreed upon by the members of the Association.
- (d) The right of the Association to mortgage or convey all or any part of the Common Areas by 2/3 vote of the Lot owners.
- (e) The right of Developer or the Association to grant and reserve easements and right-of-ways through, under, over and across the Common Areas.
- (f) The right of Developer or the Association to acquire, extend, terminate or abandon easements.
- (g) The Association's right to (i) suspend any Owner's right to use the Common Areas for any period during which any charges against such Owner's Lot remains unpaid and (ii) to suspend any Owner's right to use the Common Areas for a period not to exceed sixty (60) days for any material infraction of the Association Rules and Regulations.

**Section 2. Assignment of Right.** Any Owner may assign his right of enjoyment to the Common Areas and facilities therein to his tenant who resides on his Lot, subject to the provisions of this Declaration and the Association Articles and Bylaws and Association Rules and Regulations.

**Section 3. Destruction of Facilities.** In the event any Common Areas, facilities or personal property of the Association or of Developer are damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, employees or members of his family as a result of negligence or intentional acts, such Owner shall authorize the Association to repair the damage. Such repairs will be performed in a good and workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association. The amount necessary for such repairs shall be the responsibility of such Owner and shall become a Lot Assessment.

**Section 4. Transfer of Title.** Developer may retain title to the Common Areas, or any portion thereof, until such time as it has completed all improvements thereto. Upon such completion, Developer hereby covenants that it will convey the Common Areas to the Association subject to easements, restrictions and governmental permits of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. Developer will not be responsible for repairs, replacement, or additions to the common areas at the time of conveyance. However, Developer shall reserve the right, after conveyance to the Association, to enter upon such Common Areas for the purpose of construction of additional facilities, alteration of existing facilities, landscaping or creation of new easements or modifications of pre-existing easements, or to exercise any other rights provided for elsewhere herein.

**ARTICLE IV  
ASSOCIATION**

Section 1. General. The duties and powers of the Association shall be those provided by law as set forth in this Declaration, the Association Articles and the Bylaws, together with those duties and powers which may be reasonably implied to effect the purposes of the Association. Without limiting the generality of the foregoing, the Association may take such measures and perform such services which in the judgment of the Board of Directors are necessary or desirable to (i) enforce the covenants, conditions, restrictions and limitations set forth in this Declaration, (ii) operate, maintain and administer all Common Areas and the Surface Water Drainage System as set forth in Article IX, (iii) administer and enforce the easements provided for in this Declaration, (iv) make, collect and disburse the assessments created in this Declaration, and (v) adopt, amend, rescind and enforce reasonable rules and regulations governing the use of the Property.

Section 2. Services. The Association may employ or contract with one or more third parties for the performance of all or any portion of the Association's responsibilities hereunder.

**ARTICLE V**

**COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligations. All assessments and fines (referred to collectively in this Article as "charges"), together with interest and costs of collection when delinquent, shall be a charge on the land and shall be a continuing lien upon the Lot against which the charges are made, and shall also be the personal obligation of the person or entity who is the Owner of such Lot at the time when the charges were levied, and of each Owner. Every Owner, excluding Developer, of a Lot, by acceptance of a deed, therefore, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the Association the charges established or described in this Article and in the Association Articles and Bylaws. No diminution or abatement of any charges shall be allowed by reason of any alleged failure of the Association to perform such function required of it, or any alleged negligent or wrongful acts of the Association, or its officers, agents and employees, or the nonuse by the Owner of any or all of the Common Areas, the obligation to pay such charges being a separate and independent covenant by each Owner.

*Amend*

Section 2. Annual General Assessment. Each Lot within the Property is subject to an annual General Assessment by the Association for the improvement, maintenance and operation of the Common Areas and the Surface Water Drainage System as defined in Article IX, including the management and administration of the Association and the furnishing of services as set forth in the Declaration. Such General Assessments must be allocated equally on a per Lot basis. As further described in this Article, the Board of Directors by a majority vote shall set the annual General Assessments at a level sufficient to meet the Association's obligations. The Board of Directors shall have the right, power and authority, during any fiscal year, to increase the annual General Assessment for the purpose of meeting its expenses and operating costs on a current basis. The Board of Directors shall set the date or dates that the General Assessments shall become due, and may provide for collection of General Assessments annually or in monthly, quarterly or semi-annual installments; provided however, that upon a default in the payment of any one or more installments, the entire balance of the yearly Assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full. Mortgagees are not required to collect Assessments. In the event that an Owner owns more than one Lot which is combined into a single building plot and one single family dwelling is constructed thereupon, then the Owner shall pay one (1) Assessment per lot in connection with the ownership of the Lot(s).

Section 3. Special and Emergency Assessments.

*Amend*

(a) In addition to the General Assessments authorized above, the Association may levy in any assessment year a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located on, upon, or within the Common Areas or platted areas, i.e., the pool, dock and Surface Water Drainage System as defined in Article IX, etc. including fixtures and personal property related thereto.

<sup>Amended</sup>  
(b) The Association may levy an Emergency Assessment at any time by a majority vote of the Board of Directors, for the purpose of defraying, in whole or in part, the cost of any unusual or emergency matters that affect the Common Areas or the Surface Water Drainage System as defined in Article IX, and the Emergency Assessment shall be due and payable at the time and in the manner specified by the Board of Directors.

Section 4. Lot Assessments. The Association may levy in any assessment year a Lot Assessment against a particular Lot for the purpose of defraying, in whole or in a part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the specific Lot, or any other maintenance or special services provided to such Lot or its Owner, the cost of which is not included in the General Assessment.

Section 5. Commencement of General Assessments. The General Assessments provided for herein shall commence as to each Lot on the first day following the conveyance by Developer.

Section 6. Effect of Nonpayment and Remedies of the Association

(a) Any Charges not paid within fifteen (15) days after the due date shall be subject to a late fee as determined from time-to-time by the Board of Directors and shall bear interest at a rate of eighteen percent (18%) <sup>6 20 Am</sup> per annum until paid.

(b) All Charges against any Lot pursuant to this Declaration, together with such late fee, interest thereon, and cost of collection thereof (including reasonable attorneys' fees, whether suit is filed or not), shall become a lien on such Lot from and after the date of recording a claim of lien in the public records of St. Johns County, Florida. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the Lot, or both. Costs and reasonable attorneys' fees incurred in any such action shall be awarded to the prevailing party. The lien provided for in this Section shall be in favor of the Association. The Association shall have the power to bid for an interest in any Lot foreclosed at such foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) The lien of the Charges provided for herein shall be inferior and subordinate to the lien of any first mortgage placed upon any Lot so long as such mortgage lien is recorded prior to any claim of lien filed by the Association. The sale or transfer of Lot pursuant to foreclosure, by such mortgage, or any proceeding in lieu of foreclosure, shall extinguish the lien of such Charges as to payments which became due prior to such sale or transfer; however, any party taking title to a Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall be liable for any Charges which become due after such acquisition. Any Charges which are waived by virtue of a party taking title to a Lot pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all Class A Members as an Association expense.

Section 7. Certificate. The Treasurer of the Association upon written demand of any Owner liable for charges, shall furnish to such Owner a certificate in writing signed by such Treasurer, setting forth whether such charges have been made.

Section 8. Budget.

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

(b) The River Oaks Plantation Homeowners' Association, Inc., shall determine the budget for the fiscal year in which a Lot is first assessed its fractional share of the Annual General Assessment.

(c) Pursuant to the Association Articles and Bylaws, the Board of Directors shall adopt a budget for each succeeding year containing an estimate of the total amount which they consider necessary to pay the cost of all expenses to be incurred by the Association to carry out its responsibilities and obligations including, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses needed to render the services specified hereunder. Such budget shall also include such reasonable amounts as the Board of Directors consider necessary to provide working capital and to provide for general operating reserve and reserves for contingencies and

replacements. The Board of Directors shall send each of its Members a copy of the budget, in a reasonably itemized form which sets forth the amount of the Assessments payable by each of its Members. Each budget shall constitute the basis for determining each Owner's General Assessment as provided herein.

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

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from all assessments and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority;
- (b) All Common Areas;
- (c) All properties owned by any charitable or nonprofit organization exempt from taxation under the laws of the State of Florida, except any such property occupied as a residence; and
- (d) All properties owned by the Developer. The Developer may assign this exemption right to any entity which acquires two or more Lots for development or construction purposes. Such an assignment shall have no effect on the Developer's exemption hereunder.

Section 10. Ad Valorem Taxes. In the event the Common Areas owned by the Association are taxed separately from the Lots deeded to Owners, the Association shall include such taxes as a part of the budget. In the event the Common Areas owned by the Association are taxed as a component of the value of the Lot owned by each Owner, it shall be the obligation of each Owner to timely pay such taxes.

## ARTICLE VI

### ARCHITECTURAL CONTROL

Section 1. ARB. The Developer or its assigns shall be the Architectural Review Board (the "ARB") as long as Developer or its assigns owns one or more Lots in the development for all initial construction. At such time as developer relinquishes the ARB control to the Association, the Developer shall establish the ARB, which shall consist of at least three (3) members who may or may not be members of the Board of Directors. Each ARB member shall be appointed for a one (1) year term commencing with the fiscal year of the Association and may be removed, with or without cause, by the Developer at any time by written notice, with successors appointed to fill such vacancy for the remainder of the term of the former member, provided that only the Developer shall have the right to remove ARB members which Developer has appointed. The ARB shall meet at least quarterly or on an as needed basis as may be designated by the Chairman of the ARB. Two (2) members shall constitute a quorum for the transaction of business and the affirmative vote of the majority of those present in person or by proxy shall constitute the action of the ARB on any matter before it. The ARB is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, contractors and/or attorneys in order to advise and assist the ARB in performing its functions as set forth herein.

Section 2. Architectural Approval.

(a) No construction, modification, alteration or other improvement of any nature whatsoever, except for interior alterations not affecting the external structure or appearance of any House or the Lot, shall be undertaken on any Lot unless and until a plan of such construction or alteration shall have been approved in writing by the ARB. Each house must be designed to accommodate all brick or all stucco and coordinated with Elk Prestique I architectural shingles or 235 pound, 25 year warranty comparable shingles and shall be color coordinated with Benjamin Moore or Color Wheel paint or solid body stain selections that have been pre-approved by the ARB. Custom designed homes of "period" architecture, i.e., all wood plantation type, shall be considered for approval by the ARB on a per case basis. This Article shall not apply to any portion of the Property while it is being utilized by a governmental entity or being developed by the Developer.

(b) The plans to be submitted to the ARB for approval shall include (i) two copies of the construction plans and specifications, docks, boathouses, or bulkheads, (ii) an elevation or rendering of all improvements, (iii) such other items as the ARB may deem appropriate. One copy of such plans, specifications and related data so submitted shall be retained in the records of the ARB, and the other copy shall be returned to the Owner marked "Approved" or "Disapproved".

(c) Approval shall be granted or denied by the ARB based upon compliance with the provisions of the Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the ARB's design and construction standards in effect, if any, from time-to-time, the effect of improvements on the appearance of surrounding areas, and all other factors, including purely aesthetic considerations which, in the sole opinion of the ARB, will affect the desirability or suitability of the construction. The ARB shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable.

(d) Approval or disapproval of applications shall be given to the applicant in writing by the ARB within thirty (30) days after complete submittal has been made to the ARB, unless an extension is agreed to by the applicant. Once the application has been approved, the construction of the improvements applied for may be commenced, provided that all such construction is in accordance with the submitted plans, and provided further that such plans conform in all respects to the other terms and provisions of this Declaration and the ARB's design and construction standards, if any.

(e) After approval by the ARB, the proposed improvements must be substantially commenced within six (6) months excepting approvals set forth in Article VI, Section 2 (f), or approval must once again be obtained from the ARB as provided herein. Once commenced, the construction must proceed diligently. The exterior of any House and the accompanying landscaping shall be completed within nine (9) months from commencement unless the ARB allows an extension of time. Notwithstanding, if any existing home is repainted after pre-construction approval has been given by the ARB, then said owner shall seek and obtain approval by the ARB for such repaint selections.

(f) The ARB may establish a fee (not to exceed \$50 per plan submittal) to cover the expense of reviewing plans and related data and to compensate any consulting architects, landscape architects, urban designers, inspectors or attorneys retained in accordance with the terms hereof.

Section 3. No Representation. No approval of plans and specifications and no publication of architectural standards, if any, shall be construed as representing or implying that such plans, specifications or standards will, if followed, result in properly designed improvements. Such approvals and standards shall in no event be construed as representing or guaranteeing that any House or other improvement built in accordance therewith will be built in accordance with the applicable building codes or other governmental requirements or in a good and workmanlike manner. Neither Developer, the Association nor the ARB shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article, nor any defects in construction undertaken pursuant to such plans and specifications.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Land Use. All Lots shall be used for residential purposes exclusively.

Section 2. Minimum Square Footage of Dwellings. The ground floor area of any Creekfront House shall contain a minimum of Twenty-three Hundred (2,300) square feet of enclosed living area in the case of one story structures. In the case of a structure greater than one story for any Creekfront house, not less than Sixteen Hundred (1,600) square feet of the required minimum 2,300 square feet shall be ground floor area. The ground floor area of any house other than those on Creekfront lots shall contain a minimum of Eighteen Hundred (1,800) square feet of enclosed living area in the case of one story structures. In the case of a structure greater than one story, not less than Fourteen Hundred (1,400) square feet of the required minimum of 1,800 square feet shall be ground floor area. Specifically excluded from "enclosed living area", without limitations, are garages, open or screened porches, terraces, and other covered areas.



Section 3. Location of Improvements on Lot. Each Lot shall have the following setbacks for all improvements of any nature to be located on the Lot:

- (a) A 20 foot setback from the front line;
- (b) A total combined side setbacks of 15' with a minimum of 5 feet on one side;
- (c) A 10 foot setback from the rear line; however, on Lakefront Lots, no part of the structure shall extend beyond the top of the bank;
- (d) A 10 foot setback from any side street line.

The term "front lot line" shall mean any boundary line which is contiguous to a street right-of-way and which the front of the House faces. The term "rear lot line" shall mean any Lot boundary line, other than a Lot line which is contiguous to a street right-of-way, which does not extend to or intersect the front lot line. The term "interior side lot line" shall mean any Lot boundary line other than a front or rear lot line, and other than a Lot line which is contiguous to a street right-of-way. As to all corner Lots, the Developer may, in its sole discretion, determine which Lot lines are the front lot lines and the side street lines.

In the event that any lots are combined into a single building plot, the setback lines set forth herein shall apply to the outermost boundaries of the combined building plot.

Additionally, no home shall be constructed any nearer than 100 feet from the centerline of State Road 13.

Section 4. Lot Area. No House shall be erected or placed on any Lot having an area of less than 12,000 square feet.

Section 5. Maximum Height of a Structure. The maximum height of a structure for all permitted or permissible uses and structures is Thirty Five (35) feet.

Section 6. Upkeep and Maintenance of Lots. It shall be the obligation of each Owner to maintain his Lot in a neat, clean and attractive condition. In the event an Owner fails to do so, the Association shall have the right to clean up the Lot, cut weeds, and do such things as it may deem necessary and appropriate. The costs incurred by the Association for such Lot maintenance shall be a Lot Assessment.

Section 7. Conduct of Residents. No illegal, noxious or offensive activity shall be conducted or carried on, in or upon any Lot or any other portion of the Property. Accordingly, residents shall not engage in any activities or maintain any condition, plant, animal, device or thing whose activities or existence shall in any way be or become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood, or which shall otherwise diminish quiet enjoyment of Owners or tenants residing within the Property. No fires for burning trash, leaves, or other debris shall be permitted on any portion of the Property; provided, however, that Developer or builders, with Developer's approval, may burn clearing and building debris as needed.

Section 8. Signs. No commercial signs, excepting one "For Rent" or "For Sale" sign, shall be erected or maintained on any Lot, except with the written permission of the Developer or except as may be required by legal proceedings. The Developer reserves the right to restrict size, color and content of signs permitted by it to be erected upon any Lot within the Property. Identification and street numbers exceeding a combined total more than two (2) square feet shall not be erected without the written permission of the Developer. This section shall not apply to the Developer or to any person or entity designated by the Developer. Developer or his designee reserves the right to enter any portion of the development and remove any sign not meeting the above stated criteria.

Section 9. Parking Spaces for Boats, Trailers and Trucks. Each Lot shall provide an attached garage with side entry for at least two (2) automobiles. No automobiles, trailer, or boats shall be parked in the roadways or on the street right-of-way(s) adjoining any Lot. No wheeled vehicles of any kind or any other offensive articles may be kept or parked in a state of disrepair on any Lot or in the street right-of-way adjoining any Lot. No boats, boat trailers, trucks (other than pick-up trucks), travel trailers, motor homes or recreational vehicles shall be parked on any Lot

unless such shall be placed or parked in a fenced side yard (other than a side abutting a street right-of-way) or fenced rear yard of a Lot, so that such vehicle cannot be observed from the street. Commercial vehicles for pick up and delivery services may, on a temporary basis only, constitute an exception to this Section.

(a) Other Parking Rights. The Association may designate or maintain upon the Common Property certain parking spaces for the exclusive use of members, their families and guests. The use of such parking space by any other person may be enjoined by the Association or the members entitled thereto. No parking shall be permitted in other than the designated areas.

Section 10. Sanitary Sewerage and Water Service.

(a) Prior to the occupancy of a residence on any Lot, proper and suitable provisions shall be made for the disposal of sewerage by connection with the sewer mains of the utility company ("Utility") which has entered into a utility agreement with the Developer. The Utility shall have the exclusive right and privilege to provide sewer treatment and water utility service and the Owners shall connect up to and be serviced by this Utility and no other. The Utility shall operate and maintain the sewer systems, including the sewage treatment plant and sewage lift-stations in a manner so as not to pollute the ground, air or water in, under or around such area or subdivision with improperly or inadequately treated sewerage. The Utility further agrees to operate the system in accordance with regulations and recommendations of the State Board of Health, and to produce an effluent of quality satisfactory to the State of Health and any and all other public authorities having jurisdiction thereof. No Owner or tenant shall erect or construct any septic tank or individual sewerage disposal system on any Lot.

(b) No private water wells may be drilled or maintained on any Lot, except as hereinafter set forth. The Utility shall lay and maintain water lines accessible to each Lot so as to properly service each Lot with potable water and the Utility will maintain sufficient pressure on said water lines so that users may have ample supply at all times subject only to acts of God or other conditions beyond the control of the Utility. The Utility shall have the exclusive right and duty to service the Lots and improvements constructed thereon which are the subject of these provisions, and the Lot and Owners shall be obligated to use the same and no other. Each Owner may drill a well, assuming it complies with all governmental requirements and regulations, if the sole purpose for said well is to provide water for lawn, swimming pools, ornamental shrubs, outdoor plantings, heat pumps or air conditioning units.

(c) In the event of any violation of this Section 10, the Developer or the Utility may prosecute proceedings in law or in equity against the person(s) violating these provisions and shall be entitled to all available remedies for such violations.

(d) The connection fees and charges for water and sewer services shall be as established by the Utility and as regulated by appropriate governmental authorities.

(e) Developer has entered into an agreement with General Development Utilities, Inc. (hereinafter referred to as "Utilities") to provide potable water and sewer service to the Property. Developer, for itself and its successors and assigns, agrees to abide by any and all legal requirements imposed by St. Johns County and the Florida Department of Environmental Protection relative to the water source supply and sewage waste disposal within the Property. Any future agreement arrived at between the Developer and/or Utilities with St. Johns County and/or the Florida Department of Environmental Protection relative to water supply source and sewage waste water disposal within the Property shall also be binding upon all persons claiming by, through and under Developer.

(f) Unless otherwise authorized by Utilities, no individual water wells, septic tanks or other individual sewage disposal facilities shall be permitted on any Lot from the time when the central water or sewer services are made available. This provision, however, shall not be construed to prohibit private water wells for irrigation, swimming pools or air conditioning. All wells that supply water to air heating or cooling units and that use the Florida Aquifer as a supply source shall be fitted with a demand valve. Approval of water to air/heat pumps will not be considered unless excess water can be dispelled directly into storm water drainage structures, pursuant to the applicable permits.

(g) It shall be a requirement that no water closet shall be installed in any Living Unit to be constructed on any part of the Property having a capacity in excess of 3.5 gallons and that flow restrictors shall be installed in all shower heads.

**Section 11. Garages.** All garages must be constructed as side entry garages to accommodate at least two automobiles and be constructed as part of the same building as the House.

**Section 12. Other Structures.** Subject to the provisions of Section 27, no structure of a temporary character or nature shall be placed upon any Lot at any time. Temporary structures shall include, without limitation, storage sheds, tool sheds, workshops, satellite dishes, greenhouses, carports, above ground pools or any other detached structure. Permissible temporary structures located or erected under the provisions of Sections 27 shall not at any time be used as a residence or be permitted to remain on the Lot after the time specified for removal under Section 27.

**Section 13. Fences.** No fence or wall shall exceed six (6) feet in height and no chain link fence shall be allowed on any Lot. All fences, except those regarding Lake Lots, shall be constructed in shadowbox style using 1" thick wood material or shall be of design and materials approved in advance by the ARB. No fence or wall shall be built beyond the imaginary line extending from the front corner of the House to the side lot lines. For corner Lots, no fence or wall on side common to street right-of-way shall extend forward of the rear corner of the House. On Lake Lots (as hereinafter defined in Section 20) no fence shall be placed beyond the top of the bank. Only black aluminum ornamental fences (wrought iron type) shall be allowed on Lots fronting Lakes and shall be no higher than four (4) feet at the sides and rear of Lot. In no case shall any fence extend into any area deemed "jurisdictional wetlands."

(a) **"Mailboxes"**. All mailboxes shall be masonry and meet the requirements of St. Johns County. Said design shall be approved by the ARB.

**Section 14. Livestock and Poultry.** No animals, livestock or poultry shall be bred, kept, raised or maintained on any Lot except that dogs, cats, birds, rabbits may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and to not exceed Three (3) in the aggregate. Birds and rabbits shall be kept caged at all times.

**Section 15. No Improvements Prior to Construction of Residence.** No drives, walks, fences, walls or other improvements, if same be permitted hereby, shall be constructed on any Lot prior to the construction of a House thereon, provided that any such improvements may be constructed on any Lot simultaneously and in conjunction with erection of the House.

**Section 16. Landscaping.** Minimum landscaping requirement of all homebuilders in River Oaks Plantation shall require full sod for front and side yards (side yards shall be defined as those areas between the front and rear corners of each house extending to the side lot line). Additionally, a minimum of thirty (30) shrubs shall be incorporated with said landscaping. Notwithstanding, the owners of Lake Lots shall comply with the sodding requirements as set forth in **Section 20. Lake Lots**, paragraph (a).

**Section 17. Resubdividing of Lots.** No Lot shall be subdivided or sold or leased in parcels except as provided in this paragraph. The Developer may subdivide or replat or may combine fractional parts of any Lots to create a new building plot, in any way it sees fit to do so provided that any such replatted or resubdivided Lot or Lots or fractional part or parts thereof shall have an area of not less than Twelve Thousand, (12,000) square feet. The several covenants, restrictions and reservations herein set forth shall apply to the Lots subdivided or replatted, in the same manner as if such Lots were original platted Lots. Without limiting the foregoing, Developer may replat, subdivide any Lot for the purpose of constructing and developing a road or roadway to provide access to other lands.

**Section 18. Release of Violations.** Where an improvement has been erected or the construction thereof substantially advanced and the same is located on any Lot in such manner as to constitute a violation or violations of the covenants and restrictions herein contained, the Developer shall have the right at any time to release such Lot or portions thereof, from any part of such covenants and restrictions as are violated, provided, however, that said Developer shall not release a violation except one it determines to be a minor violation.

**Section 19. Prohibited Structures and Activities.** No radio, television aerial or antenna or satellite dish nor any other exterior electronic equipment or device of any kind shall be installed or maintained on the exterior of any structure located on a Lot nor be installed or maintained on the grounds. No exterior clothes drying shall be permitted except behind a fenced area. No automobile, RV, trailer or tent which is being used wholly or partly, permanently or temporarily, for residential purposes shall be allowed on any Lot.

Section 20. Lake Lots. The Lake Lots shall be subject to these additional covenants and restrictions:

(a) The Owners of the Lake Lots shall have the responsibility of sodding the lake banks to prevent erosion, and maintaining those lake banks within their boundaries to the actual water line, as it may exist from time-to-time. In other words, the Lake Lots shall be fully sodded, including the lake banks. The height, grade and contour of the lake embankment shall not be changed without prior written approval of the Developer and any governmental agency which may have jurisdiction thereof.

(b) The County of St. Johns, the MSTU or the CDD are hereby granted perpetual drainage easements through those lakes, lagoons, marshes and other wetlands situated in whole or in part on the Property that is part of the Surface Water Drainage Plan. Each Lake Lot is subject to an easement to the County, the MSTU or the CDD from the top of the lake embankment to the rear lot lines or any part thereof for the installation, use, maintenance, repair and replacement of the Surface Water Drainage System. The County, the MSTU or the CDD and the Association shall have perpetual easements across each Lake Lot for ingress and egress to such lake for the purposes of exercising any right or performing any obligation provided in this Declaration for maintenance purposes.

Section 21. Creek Lots. The Creek Lots shall be subject to these additional covenants and restrictions:

(a) The creek front shall not be used for any commercial purpose.

(b) Each Lot owner shall keep his Lot and the creek bank adjacent thereto to the water's edge properly maintained so as to present a pleasing appearance. Provided, however, that all jurisdictional areas along and including Mill Creek and Cunningham Creek shall remain in their natural state and condition until the Developer and/or the ARB gives its prior written approval of the landscaping, dock, boathouses and bulkhead plans. However, no portion of any Lot required to be left in its natural state as required by the State of Florida Department of Environmental Protection and/or the Army Corps of Engineers, or any other regulatory agency shall be disturbed without obtaining proper permits as may be required by appropriate agencies.

(c) No garbage, sewage, debris, or other refuse shall be deposited in the creeks.

(d) No Lot shall be increased in size beyond the jurisdictional wetland line or mean high water line by filling in waters or wetlands abutting said mean high water line, without prior written approval of the Developer and all appropriate governmental agencies as referred to in Section 21.(b).

(e) All bulkheads to be built shall comply with all federal, state or local permits as may be required for same. Additionally, the location design and size of materials of said bulkhead must be approved in writing by the Developer prior to commencement.

(f) No docks, boat slips, bulkheads, mooring, pilings, fencing nor any other construction shall be erected on Creekfront Lots without the written consent of the Developer, its successors, assigns or designants in addition to complying with all federal, state or local permits and requirements.

Section 22. Wetlands.

(a) General. Only the Developer, excepting those entities as set forth in Article IX hereinafter described, shall have the right to pump or otherwise remove any water from any lake, stream, pond, lagoon, marsh or other wetlands situated in whole or in part upon the Property for the purpose of irrigation or other use notwithstanding that all or a portion of such wetlands may be located within a Lot. The height, grade and contour of any wetland shall not be changed without the prior written consent of the Developer. No decks, docks, moorings, pilings, bulkheads, fences or other structures shall be constructed within such wetlands, unless and until same shall have been approved by Developer, and any governmental agency which may have jurisdiction thereof.

(b) Governmental Permits. No clearing or construction of improvements and no dredging or filling activities are permitted within the wetland limits as shown on the plans entitled RIVER OAKS PLANTATION prepared by Hill, Boring & Associates, Inc., dated August, 1993, Project Number 9303-217, and further as delineated on the recorded plat, without a proper permit. The Lot owner shall apply for a permit for such work to the Department

of Environmental Protection, U.S. Army Corps of Engineers, the St. Johns River Water Management District and any other controlling federal, state or local agencies. 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.

**Section 23. Casualty Damage.** In the event of damage or destruction by fire or other casualty to the improvements on any Lot, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provision of this Declaration. In all cases, all debris must be removed and the Lot restored to an orderly condition as soon as possible, but not to exceed sixty (60) days after such damage or destruction.

**Section 24. Term.** The Covenants and Restrictions of the Declaration, as amended and added to from time to time shall be the covenants and restrictions running with the title to the land and shall remain in full force and effect until the first date of January, A.D., 2023, and thereafter, these covenants and restrictions shall be automatically extended for successive periods of 25 years each unless within six months prior to the first day of January, A.D., 2023 or within six months preceding the end of any 25 year period as the case may be, a written agreement executed by the then owners of a majority of the Lots shall be placed on record in the Office of the Clerk of the Circuit Court of St. Johns County, Florida, in which agreement any of the covenants, restrictions, reservations and easements provided for herein may be changed, modified, waived or extinguished in whole or in part, as to all or any part of the Property then subject thereto, in the manner and to the extent provided in such agreement. In the event that any such agreement shall be executed and recorded as provided for in this paragraph, these original covenants and restrictions as therein modified, shall continue in force for successive periods of 25 years. The covenants and restrictions and easements in Article VIII, shall be perpetual, unless released or modified by the governmental agency or agencies in whose favor they run.

**Section 25. Enforcement.** If any person or entity shall violate or attempt to violate any of these covenants and restrictions, it shall be lawful for the Developer, any Owner, or the Association to (i) institute proceedings at law for the recovery or damages or (ii) maintain a proceeding in equity for the purpose of preventing, or for the enjoining of, all or any such violations or attempted violations. Failure by the Association, Developer or any Owner to enforce any covenant or restriction herein contained shall not at any time be deemed a waiver or estoppel of the right to enforce the same thereafter. Any person or persons, including, without limitation, the Association, Developer or any Owner having rights hereunder who shall bring an action to enforce these Covenants and Restrictions, shall in addition to injunctive relief and damages for the breach or violation of any provision hereunder, be entitled to recover reasonable attorney's fees and all costs incurred in the investigation preliminary to the institution of proceedings, as well as the cost of institution and prosecution of such proceedings through the entry of judgment and any successful appeal therefrom.

**Section 26. Severability.** If any covenant or restriction herein contained or any Article, Section, Subsection, clause, phrase or term of this Declaration be declared void, invalid, illegal or unenforceable for any reason by adjudication by any Court or other tribunal having jurisdiction over the parties and/or the subject matter hereof, such judgment shall in no way void the remainder hereof, which shall remain in full force and effect.

**Section 27. Temporary Accommodations for Builders.** Contractors and subcontractors who are actively engaged in the construction of any improvement on a Lot shall be entitled to locate upon such Lot, trailers and temporary buildings to maintain offices, storage and working facilities used directly in or for the construction of such improvements. However, such trailer or temporary structure shall be removed within thirty (30) days after the completion of such work. Abandonment of any such trailer or structure, or the location of any such trailer or structure upon any Lot beyond the actual time for construction, plus thirty (30) days, or the location thereof unrelated to construction, shall be subject to an shall render the Owner and any lessee or other person having legal possession thereof to appropriate actions herein provided for violation of these covenants and restrictions, including, in addition to all costs and damages otherwise afforded hereunder, the costs for the removal therefrom.

## ARTICLE VIII

### UTILITY EASEMENTS AND OTHER EASEMENTS

**Section 1. General.** Developer reserves for itself and for the Association and its designees a perpetual five foot (5') easement for the benefit of the Property upon, across, over, through and under, along and parallel to each front, side

and rear Lot lines for ingress, egress, installation, replacement, repair and maintenance of the utility system, for drainage, for police powers and for services supplied by either Developer or the Association. By the virtue of this easement, it shall be expressly permissible for Developer and the Association to install and maintain facilities and equipment on the Property, to excavate for such purposes and to affix and maintain wires, circuits, pipes and conduits on and under the Lots. This easement shall be in addition to, rather than in place of, any other recorded easements on the Property.

Section 2. Cable Television. All platted utility easements shall also be easements for the construction, installation, maintenance, and operation of cable television services, provided, however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility.

Section 3. Lakes. Developer hereby reserves for itself, the Association and the Owners a perpetual easement over and under all lakes within the Property for drainage of surface and storm water.

## ARTICLE IX

### STORMWATER MANAGEMENT SYSTEM

Section 1. Uses of Stormwater Management System. Certain portions of the Property are or may be designated on the plats, in this Declaration or any supplemental declaration or in permits for the development of the Property to form a part of the Stormwater Management System, including, without limitation, swales, lakes, outlets, drainage pipes, etc. At the time of recording this Declaration, the Association hereby assumes all responsibility for operational and maintenance activities for the Stormwater Management System, including, without limitation, any obligations under the permits to keep the Stormwater Management System in proper and operational order, including all routine maintenance activities and any special repair activities, to maintain and control water level and quality of the Stormwater Management District and to maintain the bottoms of any lakes or wet retention areas within the Stormwater Management System. Developer reserves the right for the benefit of Atlantic Gulf Communities Corporation to assign some or all of the foregoing obligations presently vested in the Association to the Municipal Service Taxing Unit created pursuant to Ordinance No. 82-17, as it is amended from time to time ("MSTU") or a Community Development District to be established by Atlantic Gulf Communities Corporation, on such terms and conditions as Atlantic Gulf determines.

The owner of the land adjacent to any edge of any lake, canal or other water body forming a portion of the Stormwater Management System ("Adjacent Owner") shall maintain the embankment to the water's edge as such level shall rise and fall from time to time irrespective of ownership of the lands being maintained. Maintenance of the embankment shall be conducted so that the grass planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If an Adjacent Owner shall fail to maintain the embankment, the Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's Property and perform the maintenance at the expense of the Adjacent Owner which expense shall be a Special Assessment against the Adjacent Owner and his Lot or Living Unit.

Atlantic Gulf Communities Corporation has the right to assign any of the foregoing responsibilities to the MSTU or a CDD, and upon such assignment, the Association shall have no further liability. The Association shall be responsible for the routine mowing of all portions of the Stormwater Management System which are not filled with water, including swales and dry retention areas, except those swales and dry retention areas located within the boundaries of a Lot, provided, however, neither the Association or any Owner shall mow or otherwise disturb any wetlands which constitute a part of the Stormwater Management System. The Association shall be responsible for the routine removal and disposal of trash which may accumulate within the Stormwater Management System. If certain portions of the Stormwater Management System are contained within a Lot, then the Owner of such Lot shall provide routine maintenance as a part of the Owner's maintenance of his Lot, including trash removal. In the event the Owner fails to provide such maintenance, then the Association may, but shall not be obligated to perform or cause such maintenance to be performed, at the Owner's costs and expense, as a Special Assessment.

Irrespective of which entity is providing the maintenance as set forth above, such entity is hereby granted an easement over any lands located between the top of bank and the water's edge for the purpose of access to provide such maintenance.

In the event that the Developer or the Association shall construct any bridges, docks, bulkheads or other improvements which may extend over or into the lakes or any portion of the Stormwater Management System or construct similar improvements to support or enhance the Stormwater Management System, the Association shall maintain any and all such improvements in good repair and condition. No Owner, except the Developer, its designee or the Association shall be permitted to construct any improvement, permanent or temporary, on, over or under any portion of the Stormwater Management System, without the written consent of the Developer or the written consent of the Association, which consent may be withheld for any reason. Any improvements to the Stormwater Management System permitted by the Association and installed by an Owner shall be maintained by such Owner in accordance with maintenance provisions of this Declaration.

In connection with the use of any portion of the Stormwater Management System, the following restrictions shall apply:

- (a) No motorized or power boats shall be permitted on any water body or retention pond within the Stormwater Management System, with the exception of boats used for maintenance thereof.
- (b) No bottles, trash cans or garbage of any kind or description shall be placed in any portion of the Stormwater Management System.
- (c) No activity shall be permitted on any portion of the Stormwater Management System which may become an annoyance or a nuisance to the adjacent Property and the Owners thereof. The Association's determination of whether any activity constitutes an annoyance or a nuisance shall be dispositive.
- (d) No person or entity except the Developer or the Association shall have the right, to pump or otherwise remove any water from any portion of the Stormwater Management System for the purpose of irrigation or for other use, without the consent of the Association.
- (e) The Board shall not, without the consent of the applicable maintenance entity, be entitled to establish, amend or modify any rules and regulations governing the use of the Stormwater Management System.
- (f) In connection with the platting or development of any portion of the Property or obtaining permits necessary to build the Stormwater Management System, the Developer may assume or may be required to assume certain obligations for the maintenance of Stormwater Management System, provided that such maintenance obligations may be assigned in accordance herewith to the MSTU or the CDD. The Developer herein assigns such obligations to the Association. The Association agrees that in connection with such assignment it shall indemnify and hold the Developer harmless with loss of life, bodily or personal injury or property damage or other damage arising out of or in connection with any occurrence in, on, upon or from the maintenance of Stormwater Management System occasioned wholly or in part by act or omission of the Association or its agents, contractors, employees, servants or licensees, but not including any liability occasioned wholly or in part by the act of the Developer, its successors, assigns or invitees.
- (g) All Owners of Lake Lots and Creekfront Lots shall have a perpetual non-exclusive easement for enjoyment and use of any contiguous lake or wetland forming a part of the Stormwater Management System together with an easement for ingress and egress at the locations so designated by the Association. The foregoing easement shall be subject to the rules and regulations as set forth herein and as adopted by the Association from time to time and subject to the permits.

Section 2. Community Development District. Atlantic Gulf Communities Corporation has reserved the right to create a Community Development District in accordance with Chapter 190 of the Florida Statutes, which, if created, will include the Property. All Owners shall be deemed to have consented to the creation of such Community Development District by acceptance of a deed to all or any part of the Property. The consent is a covenant running with the land which shall be in effect until the Community Development District is formed or three (3) years after the recording of this Declaration, whichever shall first occur. The Community Development District may accept certain obligations of maintenance as set forth in this Declaration and the Developer reserves the right to modify or amend this Declaration to assure that all terms and conditions hereof are consistent with the terms and conditions of any governmental order creating a CDD.

If the CDD is created, then certain maintenance and operation obligations of the MSTU or Association with respect to the Common Property may be transferred to the CDD and upon such transfer, then the Class "A" members shall be billed as provided in the Statute and shall be responsible for payment of then applicable individual shares to the CDD. Without limitation, any other provision hereof the Developer reserves the right to modify or amend this Declaration to assure that all terms and conditions hereof are consistent with the terms and conditions of any governmental order creating the CDD.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Actions. So long as there is a Class B membership, the following actions require the prior approval of FHA/VA: annexation of additional properties, mergers, consolidation, dedication of common areas, dissolution and amendment of the Articles of Incorporation.

Section 2. Condemnation of Common Area. In the event all or part of the Common Areas owned by the Association shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the sole and exclusive right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

Section 3. Notice. Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, first-class postage repaid, or hand delivered to the last known address of the person who appears as Owner of such Lot on the records of the Association at the time of such mailing.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform consistent plan for the development and use of the Property.

Section 5. Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

*Amend* Section 6. Amendment.

(a) Subject to the provisions of Article II, Developer specifically reserves the absolute and unconditional right, so long as it owns any of the Property, to amend this Declaration without the consent of joinder of any party to (i) conform to the requirements of the Federal Home Loan Mortgage Association, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, (ii) to conform to the requirement of the Federal Housing Administration or the Veterans Administration, (iii) to conform to the requirements of institutional mortgage lender(s) or title insurance company(s), or (iv) to perfect, clarify or make internally consistent with the provisions herein.

(b) Subject to the provisions of Article II, Developer reserves the right to amend this Declaration in any other manner without the joinder of any party until the termination of Class B membership so long as (i) the voting power of existing Members is not diluted thereby, (ii) the assessments of existing Owners are not increased except as may be expressly provided herein, and (iii) no Owner's right to the use and enjoyment of his Lot or the Common Areas is materially altered thereby.

(c) Notwithstanding the foregoing (when Developer no longer owns Lots), this Declaration may be amended by an instrument signed by the Owners of two-thirds (2/3) of the Lots, which amendment shall be effective upon the recordation in the public records of St. Johns County.

(d) Any amendment to the Covenants and Restrictions which alter the surface water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District, the MSTU or the CDD.



Section 7. Transfer of Developer's Rights. The Developer shall have the sole and exclusive right at any time to transfer and assign to any person or entity it shall select, any or all rights, powers, privileges, given to or reserved by Developer by any part or paragraph of these covenants and restrictions and under the provisions of the recorded plat of the Property. In the event that at any time hereafter there shall be no person or entity entitled to exercise said rights, the same shall be vested in and exercised by the Association.

ARTICLE XI

ANNEXATION AND WITHDRAWAL OF PROPERTY

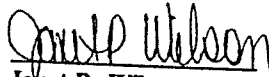
Section 1. Additional Lands. The Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time, provided only that (a) any additional land made subject to this Declaration shall be located within the land described on Exhibit A attached hereto and made a part hereof, and (b) the Owners of Property within such additional land shall be and become subject to this Declaration and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of Article V hereof. The annexation of lands to be made subject to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the developer, and if applicable, the owner of the additional land. The Developer shall have the right to so supplement this Declaration to add additional land to the terms hereof pursuant to the foregoing provisions without the consent or joinder of any Owner or other party.

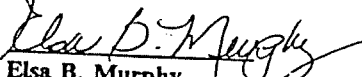
Section 2. Withdrawal of Lands. With the consent and joinder of Owners holding a majority of the votes in the Association, the Developer may, but shall have no obligation to, withdraw at any time or from time to time, portions of the Property from the terms and effect of this Declaration. Upon the Developer's request, the consent and joinder of each and every Owner to such withdrawal shall not be unreasonably withheld. The withdrawal of land as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the developer, and if applicable, the owner of the lands to be withdrawn.

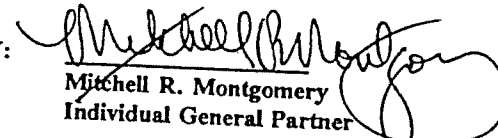
IN WITNESS WHEREOF, the undersigned, being the Developer herein, does hereby make this Declaration of Covenants and Restrictions for and has caused this Declaration to be executed in its name on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

R.O. PLANTATION LIMITED PARTNERSHIP  
a Florida Limited Partnership

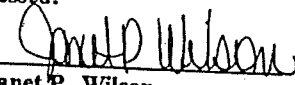
  
Janet P. Wilson

  
Elsa B. Murphy

BY:   
Mitchell R. Montgomery  
Individual General Partner

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 4th day of March, 1994 by Mitchell R. Montgomery, the individual general partner of R. O. Plantation Limited Partnership, a Florida limited partnership, an individual who is personally known to me. He did acknowledge before me that he executed the same on behalf of the R. O. Plantation Limited Partnership for the purposes therein expressed.

  
Janet P. Wilson  
Notary Public, State of Florida

My commission expires:

JANET P. WILSON  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires April 21, 1995  
Commission No. CC 095628

EXHIBIT A

Part of Section 57, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38, William Harvey Grant, Section 39, F. P. Fatio Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned, run thence South  $40^{\circ} 10' 48''$  East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.70 feet for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North  $21^{\circ} 07' 03''$  East; a chord distance of 229.8 feet; thence North  $53^{\circ} 25' 45''$  West, a distance of 471.92 feet; thence North  $36^{\circ} 34' 15''$  East, a distance of 200.0 feet; thence South  $53^{\circ} 25' 45''$  East, a distance of 399.29 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North  $09^{\circ} 29' 07''$  East, a chord distance of 486.78 feet; thence North  $04^{\circ} 31' 30''$  East along the Westerly Right of Way line of State Road No. 13, a distance of 3125 feet more or less to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of said Section 38, run thence South  $40^{\circ} 10' 48''$  East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North  $21^{\circ} 45' 24''$  East, a chord distance of 167.03 feet; thence North  $53^{\circ} 25' 45''$  West, a distance of 100.0 feet; thence South  $26^{\circ} 16' 55''$  West, a distance of 500 feet more or less to the waters of Mill Creek; thence in a Southeasterly direction along the waters following the meanderings of Mill Creek, a distance of 110 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

**BY-LAWS  
OF  
RIVER OAKS PLANTATION HOMEOWNERS' ASSOCIATION  
OF ST. JOHNS COUNTY, INC.**

A corporation not for profit  
under the laws of the State of Florida

ARTICLE I

IDENTITY

These are the By-Laws of the RIVER OAKS PLANTATION HOMEOWNERS' ASSOCIATION OF ST. JOHNS COUNTY, INC., hereinafter called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 16th day March, 1994. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in a subdivision known as River Oaks Plantation according to a plat thereof recorded in Map Book 27, Pages 69, 70, 71 and 72, of the public records of St. Johns County, Florida, which lands and personal property are to be used in common by the members of the River Oaks Plantation Homeowners' Association of St. Johns County, Inc. Such operation by the Association shall include the management of River Oaks Plantation pursuant to the terms and conditions as set forth in the Declaration of Covenants and Restrictions for River Oaks Plantation (the "Declaration"), and enforcement of the Declaration.

- A. The Office of the Association shall be at 9000 Regency Square Blvd. Suite 201, Jacksonville Florida 32211 (until changed).
- B. The fiscal year of the Association shall be the calendar year.
- C. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

ARTICLE II

MEMBERS' MEETINGS

- A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 p.m., Eastern Standard Time, on the 2nd Tuesday in March of each year, beginning in 1994, for the purpose of electing directors and transacting business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.
- B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.
- C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members.

Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

E. Voting

1. In any meeting of members, Class A Members shall be entitled to one vote for each Lot owned and Class B members shall be entitled to the number of votes equal to the number of votes held by Class A members, plus one.

2. If a home is owned by one (1) person, his right to vote shall be established by the record title to his home. If any home is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the home shall be designated by a certificate signed by all of the record owners of the home and filed with the Secretary of the Association. If a home is owned by a corporation, the person entitled to cast the vote for the home shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the home concerned. A certificate designating the person entitled to cast the vote of a home may be revoked by any owner of a home. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum and not for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings, and as far as practical at other members' meeting, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Provision. Provided, however, that until R. O. Plantation Limited Partnership (the "Developer") has completed all of the contemplated improvements and closed the sales of 51% of the lots located at River Oaks Plantation, or until the Developer elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

### ARTICLE III

### DIRECTORS

- A. Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined at the time of election.
- B. Election of Directors shall be conducted in the following manner:
1. Election of Directors shall be held at the annual members' meeting.
  2. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.
  3. The election shall be by secret written ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
  4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
  5. Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
  6. Provided, however, that until the Developer of River Oaks Plantation has completed all of the contemplated improvements and closed the sales of 51% of the lots at River Oaks Plantation or until the Developer elects to terminate its control of the Association, and vacancies occur on the Board, the vacancies shall be filled by the Developer. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on fifty one percent (51%) of the lots. During the period the undersigned has control of the Association, it has the right to amend this declaration without requirement of the joinder of any homeowner. Provided, however, written joinder and consent of all mortgagees of any property in Exhibit "A" shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors, as long as Developer owns lots, on any decision of the Board that effects the marketability of any lots still owned by the undersigned.
- C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- D. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph which notice shall state the time, place and purpose of the meeting.
- G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Director's meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, agents, contractors or employees, subject only to approval by owners where such approval is specifically required. Such powers and duties shall include, but not be limited to the following:

- A. Powers. The Board of Directors shall have power to:
- (1) Adopt and publish rules and regulations governing the use of the Common Areas, WP, entrance right-of-way and median, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
  - (2) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
  - (3) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
  - (4) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
  - (5) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. Duties. It shall be the duty of the Board of Directors to:

- (1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A members who are entitled to vote;
- (2) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (3) As more fully provided in the Declaration, to:
  - (a) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
  - (b) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
  - (c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (4) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (7) Cause the Common Areas to include a swimming pool, a bathhouse, a dock, the , entrance right-of-ways and medians to be maintained as well as the right-of-way along State Road 13 that abuts River Oaks Plantation.
- (8) Cause the entire yard areas of home lots to be maintained.

ARTICLE V

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. Resignation. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

C. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

D. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

E. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

F. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, including a list of current members of the Association and their addresses, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

G. The Treasurer shall have the custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of Treasurer. He shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

H. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

## ARTICLE VI

### FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association set forth in the Articles of Incorporation shall be supplemented by the following classification as shall be appropriated, all of which expenditures shall be common expenses:

(1) Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, for additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:



- (1) Current expense.
- (2) Reserve for deferred maintenance.
- (3) Reserve for replacement.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.

(5) Operation. The amount of monies which may be needed to provide a working fund or to meet losses.

(6) Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of 51% of the lots at River Oaks Plantation, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowance for contingencies and reserves.

(7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due as dictated by the board of directors for the year in which they are assessed. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors or the members as set forth in Article IV of the Declaration of Covenants and Restrictions.

D. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

E. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.

F. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two (2) monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## ARTICLE VII

### AMENDMENT

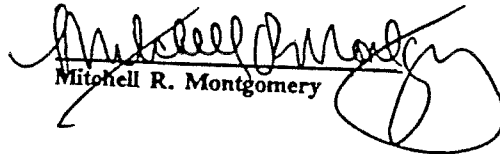
These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Veteran's Administration and the Federal Housing Administration shall have the right to veto amendments while there is Class B membership.

ARTICLE VIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

The foregoing were adopted as the By-Laws of River Oaks Plantation Homeowners' Association of St. Johns County, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 7th day of March, 1994.

  
Mitchell R. Montgomery

**BY-LAWS  
OF  
RIVER OAKS PLANTATION HOMEOWNERS' ASSOCIATION  
OF ST. JOHNS COUNTY, INC.**

A corporation not for profit  
under the laws of the State of Florida

**ARTICLE I**

**IDENTITY**

These are the By-Laws of the RIVER OAKS PLANTATION HOMEOWNERS' ASSOCIATION OF ST. JOHNS COUNTY, INC., hereinafter called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 16th day March, 1994. The Association has been organized for the purpose of owning and operating certain lands, and personal property located in a subdivision known as River Oaks Plantation according to a plat thereof recorded in Map Book 27, Pages 69, 70, 71 and 72, of the public records of St. Johns County, Florida, which lands and personal property are to be used in common by the members of the River Oaks Plantation Homeowners' Association of St. Johns County, Inc. Such operation by the Association shall include the management of River Oaks Plantation pursuant to the terms and conditions as set forth in the Declaration of Covenants and Restrictions for River Oaks Plantation (the "Declaration"), and enforcement of the Declaration.

- A. The Office of the Association shall be at 9000 Regency Square Blvd. Suite 201, Jacksonville, Florida 32211 (until changed).
- B. The fiscal year of the Association shall be the calendar year.
- C. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation not for profit", the year of incorporation, an impression of which is as follows:

**ARTICLE II**

**MEMBERS' MEETINGS**

A. The annual members' meeting shall be held at such location as shall be designated in the Notice of Meeting at 8:00 p.m., Eastern Standard Time, on the 2nd Tuesday in March of each year, beginning in 1994, for the purpose of electing directors and transacting business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a legal holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing by all of the members.

Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice.

D. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Articles of Incorporation, or these By-Laws.

E. Voting

1. In any meeting of members, Class A Members shall be entitled to one vote for each Lot owned and Class B members shall be entitled to the number of votes equal to the number of votes held by Class A members, plus one.

2. If a home is owned by one (1) person, his right to vote shall be established by the record title to his home. If any home is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the home shall be designated by a certificate signed by all of the record owners of the home and filed with the Secretary of the Association. If a home is owned by a corporation, the person entitled to cast the vote for the home shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the home concerned. A certificate designating the person entitled to cast the vote of a home may be revoked by any owner of a home. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum and not for any other purpose.

F. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

G. Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

H. The order of business at annual members' meetings, and as far as practical at other members' meeting, shall be:

1. Election of chairman of the meeting.
2. Calling of the roll and certifying of proxies.
3. Proof of notice of meeting or waiver of notice.
4. Reading and disposal of any unapproved minutes.
5. Reports of officers.
6. Reports of committees.
7. Election of inspectors of elections.
8. Election of directors.
9. Unfinished business.
10. New business.
11. Adjournment.

I. Provision. Provided, however, that until R. O. Plantation Limited Partnership (the "Developer") has completed all of the contemplated improvements and closed the sales of 51% of the lots located at River Oaks Plantation, or until the Developer elects to terminate its control of the Association, whichever shall occur first, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors, which approval shall not be unreasonably withheld.

ARTICLE III

DIRECTORS

- A. Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, the exact number to be determined at the time of election.
- B. Election of Directors shall be conducted in the following manner:
1. Election of Directors shall be held at the annual members' meeting.
  2. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor and other nominations may be made from the floor.
  3. The election shall be by secret written ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
  4. Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
  5. Any Director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.
  6. Provided, however, that until the Developer of River Oaks Plantation has completed all of the contemplated improvements and closed the sales of 75% of the lots at River Oaks Plantation or until the Developer elects to terminate its control of the Association, and vacancies occur on the Board, the vacancies shall be filled by the Developer. The undersigned shall retain sole control of the Association until all of the contemplated improvements have been completed and sales have been closed on seventy-five percent (75%) of the lots. During the period the undersigned has control of the Association, it has the right to amend this declaration without requirement of the joinder of any homeowner. Provided, however, written joinder and consent of all mortgagees of any property in Exhibit "A" shall be required. Further, the undersigned shall have veto power on any act of the Board of Directors, as long as Developer owns lots, on any decision of the Board that effects the marketability of any lots still owned by the undersigned.
- C. The term of each director's service, shall be the calendar year following his election and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
- D. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.
- E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.
- F. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph which notice shall state the time, place and purpose of the meeting.
- G. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- H. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation, or these By-Laws.

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

J. Joinder in meeting by approval of minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

K. The presiding officer of Director's meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

L. The order of business at Directors' meetings shall be:

1. Calling of roll.
2. Proof of due notice of meeting.
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees.
5. Election of officers.
6. Unfinished business.
7. New business.
8. Adjournment.

M. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE IV

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, agents, contractors or employees, subject only to approval by owners where such approval is specifically required. Such powers and duties shall include, but not be limited to the following:

A. Powers. The Board of Directors shall have power to:

- (1) Adopt and publish rules and regulations governing the use of the Common Areas, WP, entrance right-of-way and median, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (2) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;
- (3) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (4) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (5) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

B. Duties. It shall be the duty of the Board of Directors to:

(1) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Class A members who are entitled to vote;

(2) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(3) As more fully provided in the Declaration, to:

(a) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(b) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(c) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(4) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(5) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(6) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(7) Cause the Common Areas to include a swimming pool, a bathhouse, a dock, the , entrance right-of-ways and medians to be maintained as well as the right-of-way along State Road 13 that abuts River Oaks Plantation.

(8) Cause the entire yard areas of home lots to be maintained.

#### ARTICLE V

#### OFFICERS

A. The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. Resignation. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

C. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

D. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association. He shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

E. The Vice President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

F. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, including a list of current members of the Association and their addresses, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.

G. The Treasurer shall have the custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of Treasurer. He shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the members.

H. The compensation of all employees of the Association shall be fixed by the Directors. The provision that Directors' fees shall be determined by members shall not preclude the Board of Directors from employing a Director as an employee of the Association.

#### ARTICLE VI

#### FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Articles of Incorporation shall be supplemented by the following provisions:

A. Accounts. The receipts and expenditures of the Association set forth in the Articles of Incorporation shall be supplemented by the following classification as shall be appropriated, all of which expenditures shall be common expenses:

(1) Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, for additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(2) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

(3) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(4) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the recreation facility.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the assessments and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:



- (1) Current expense.
- (2) Reserve for deferred maintenance.
- (3) Reserve for replacement.
- (4) Betterments. which shall include the funds to be used for capital expenditures for additional improvements to the common property, provided, however, that in the expenditure of this fund no sum in excess of One Thousand Dollars (\$1,000.00) shall be expended for a single item or for a single purpose without approval of the members of the Association.
- (5) Operation. The amount of monies which may be needed to provide a working fund or to meet losses.
- (6) Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of 75% of the lots at River Oaks Plantation, or until the Developer elects to terminate its control of the Association, whichever shall first occur, the Board of Directors may omit from the budget all allowance for contingencies and reserves.
- (7) Copies of the budget and proposed assessments shall be transmitted to each member on or before December 15, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due as dictated by the board of directors for the year in which they are assessed. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors or the members as set forth in Article IV of the Declaration of Covenants and Restrictions.

D. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

E. Audit. At the Annual Meeting of the Association, the members present shall determine by a majority vote whether an audit of the accounts of the Association for the year shall be made by a Certified Public Accountant, a Public Accountant, or by an auditing committee consisting of not less than three (3) members of the Association none of which shall be Board Members. The cost of the audit shall be paid by the Association.

F. Fidelity Bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for the Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total of two (2) monthly assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

## ARTICLE VII

### AMENDMENT

These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Veteran's Administration and the Federal Housing Administration shall have the right to veto amendments while there is Class B membership.

**ARTICLE VIII**

**COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

The foregoing were adopted as the By-Laws of River Oaks Plantation Homeowners' Association of St. Johns County, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 7th day of March, 1994.

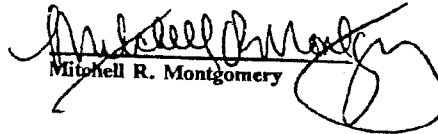
  
Mitchell R. Montgomery

EXHIBIT A

Part of Section 57, Rebecca Pengree Grant, Township 4 South, Range 27 East, Portions of Section 38, William Harvey Grant, Section 39, F. P. Fatlo Grant, Section 42, Rebecca Pengree Grant, all being in Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of Section 38 aforementioned, run thence South  $40^{\circ} 10' 48''$  East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, as now established as a 100 foot Right of Way, said point lying and being in a curve concave Westerly, having a radius of 2814.70 feet for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 229.86 feet, said arc being subtended by a chord bearing North  $21^{\circ} 07' 03''$  East; a chord distance of 229.0 feet; thence North  $53^{\circ} 25' 45''$  West, a distance of 471.92 feet; thence North  $36^{\circ} 34' 15''$  East, a distance of 200.0 feet; thence South  $53^{\circ} 25' 45''$  East, a distance of 399.29 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned; thence in a Northerly direction along the arc of curve having a radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc length of 487.38 feet to the P.C. of curve, said arc being subtended by a chord bearing of North  $09^{\circ} 29' 07''$  East, a chord distance of 486.78 feet; thence North  $04^{\circ} 31' 30''$  East along the Westerly Right of Way line of State Road No. 13, a distance of 3125 feet more or less to the waters of Cunningham Creek; thence in a Southwesterly and Southeasterly direction along the waters following the meandering of Cunningham Creek and Mill Creek respectively, a distance of 8000 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.

EXCEPTING that portion of said Sections 39 and 42, Township 5 South, aforementioned, more particularly described as follows:

For a point of reference, commence at the intersection of the line dividing Section 39 and Section 42 with the Southeasterly line of said Section 38, run thence South  $40^{\circ} 10' 48''$  East along the dividing line of Sections 39 and 42, a distance of 945.12 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, for the point of beginning; thence in a Northerly direction along the arc of said radius and Westerly Right of Way line of State Road No. 13, an arc length of 167.06 feet, said arc being subtended by a chord bearing North  $21^{\circ} 45' 24''$  East, a chord distance of 167.03 feet; thence North  $53^{\circ} 25' 45''$  West, a distance of 100.0 feet; thence South  $26^{\circ} 16' 55''$  West, a distance of 500 feet more or less to the waters of Mill Creek; thence in a Southeasterly direction along the waters following the meanderings of Mill Creek, a distance of 110 feet more or less to the Westerly Right of Way line of State Road No. 13, aforementioned, said point being an arc distance of 310 feet more or less Southwesterly from the point of beginning; thence in a Northeasterly direction along the arc of a curve having said radius of 2814.79 feet and Westerly Right of Way line of State Road No. 13, an arc distance of 310 feet more or less to the point of beginning.